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ABSTRACT

The collective bargaining agreement between the Western Michigan University (WMU) and the WMU chapter of the American Association of University Professors (AAUP) is presented. Items covered in the agreement include: recognition of chapter; management and chapter rights; anit-discrimination and affirmative action; personnel files; grievance procedure; academic freedom; appointment and reappointment of faculty; nepotism; promotion policy and procedure; tenure policy; evaluation of professional competence and performance of faculty; faculty evaluation of academic administration; dismissal procedures; faculty participation in departmental governance; student/faculty ratio; and salary. Also covered are: layoff and recall; sabbatical leave policy; leave of absence; additional employment; retirement; fringe benefits; long-range planning; university calendar; and patents and copyrights. (SPG)

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Agreement between

Western Michigan University

and the

W.M.U. A.A.U.P. Chapter

September 26, 1977-August 28, 1978

HB010020

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A G R E E M E N T

THIS AGREEMENT entered into this 26th day of September, 1977, by and between WESTERN MICHIGAN UNIVERSITY, (hereinafter referred to as "Western"), and the WESTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, (hereinafter referred to as the "Chapter"),

W I T N E S S E T H :

The general purposes of this Agreement are to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of Western, its employees and the Chapter. Recognizing that a high degree of educational excellence is required to maintain a qualitatively healthy and viable institution of higher learning, Western and the Chapter, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION OF CHAPTER

Western recognizes the Chapter as the sole and exclusive collective bargaining representative for all Board-appointed full-time and part-time teaching faculty of Western Michigan University, including ranked faculty in the library, the division of instructional communication, educational resources center and counseling center.

Specifically excluded from the unit are the ombudsman, department chairpersons and directors, persons with faculty rank in Board-appointed administrative positions at or above the level of assistant dean, persons on adjunct and visiting appointments, United States Department of Defense personnel teaching in the Department of Military Science, non-Board appointed part-time faculty, and other positions excluded from the unit by the list below.

(a) INTEGRITY OF UNIT. No bargaining unit member shall be reclassified to a position not under the jurisdiction of this Agreement without a demonstrable alteration of job responsibilities. The Chapter will be advised in writing of such reclassification before final action is taken thereon.

The following positions are excluded from the unit:

Academic Unit Directors of
- Counseling Center
- Computer Center
- University Libraries
- Educational Resources Center
- Division of Instructional Communications
- School of Social Work
- School of Librarianship
- Black Americana Studies
- Associate Director University Libraries

Academic Program Directors of
- Honors College
- Physicians Assistant Program
- Medical Technology Program
- Specialty Program in Alcoholism and Drug Abuse
- Medieval Institute
- Public Administration Program
- Institute of Public Affairs
- Center for Contemplative Studies
- Business Research and Service Institute

Continuing Education Programs
- Regional Center Directors, including but not limited to Benton Harbor, Grand Rapids, Muskegon, South Central
- Director, In-Service Education

Support Staff, Undergraduate Colleges
- Applied Sciences - Coordinator of Flight Instruction
- Education -
  - Assistant to the Dean
  - University Certification Officer
  - Directed Teaching Unit Coordinator
- General Studies -
  - Administrative Assistant to the Dean
  - Coordinator of Curriculum and Faculty Development

Other University Positions
- Director and Associate Director - Institutional Research
- Head Nurse - Health Center
- Assistant to the Vice President - Student Services
- Director - University Printing Services
- Director - Mike Gary Athletic Fund

ARTICLE II - DEFINITIONS

(a) "Academic Year" means the Fall and Winter semesters, each of which is defined in "p" below.

(b) "Adjunct Faculty" means persons appointed part-time by the Board of Trustees to any of the professorial ranks for which they have the professional qualifications or the equivalent. Adjunct appointments are made for a specified term. Normally, the adjunct faculty's primary professional affiliation, if any, is outside the University, and compensation for services at the University is not a provision of the appointment.

(c) "Administration" (or "Administrative Agent") means those persons charged by the Board of Trustees with the responsibility for executing the general administrative functions delegated by said Board.

(d) "Alternate Academic Year" means the Spring and Summer sessions plus a contiguous Fall or Winter semester.

(e) "Board" (or "Trustees") means the Board of Trustees of Western Michigan University.

(f) "Chapter" means Western Michigan University Chapter, American Association of University Professors.

(g) "Continuing Appointment" means a ranked faculty appointment by the Board of Trustees which is designated at the time of appointment to continue until resignation or retirement, unless terminated in accordance with the terms and provisions of this Agreement.

(h) "Department" means, but is not limited to, any of the organizational components of a unit constituency (e.g. Department of Chemistry, General Studies - Social Science Area, School of Librarianship, or Division of Instructional Communications.)

(i) "Emergency periods" means those periods when it becomes necessary for the President or his designee to suspend University operations due to weather conditions, physical damage or other emergency conditions that prevent normal operations. Unit faculty members prevented from working by short-term close-down of the entire University or their personal work area will receive their normal pay and be considered as being excused from their professional duties for the emergency period.

(j) "Faculty" means all persons appointed to University positions classified as ranked faculty, adjunct faculty, visiting professors, lecturers, and part-time instructors.

(k) "Graduate Assistants" means graduate students pursuing a program leading to a graduate degree at the University and receiving payment for services to the University. "Graduate Assistants" fall into two broad categories of assignment: (a) those involved in teaching classes that produce credit hours independent of any other faculty member, and (b) those involved in assisting with classes, research, and/or administrative responsibilities.

(l) "Lecturer" means a full-time, Board appointed temporary employee involved in direct instructional responsibilities who does not have faculty rank and who is not eligible for promotion or tenure while serving as a "lecturer."

(m) "Non-unit faculty" means those persons who are faculty members not included in the bargaining unit as defined in Article I (or as stipulated elsewhere).

(n) "Part-time non-unit faculty" means persons appointed on a semester-by-semester or session-by-session basis, without Board approval, to teach (or to assist with the teaching of) specific classes, or to assume other appropriate instructional responsibilities.

(o) "Ranked Faculty" means all persons employed by Western Michigan University who hold Board appointments in any of the following categories: Professor, Associate Professor, Assistant Professor or Instructor.

(p) "Semester" means a period of instruction normally encompassing 75 working days, exclusive of Saturdays, Sundays and University-recognized holidays. A semester shall not exceed 76 1/2 working days nor be fewer than 71 1/2 working days.

(q) "Session" means a period of instruction normally encompassing 37 working days, exclusive of Saturdays, Sundays and University-recognized holidays. A session shall not exceed a maximum of 38 working days.

(r) "Temporary appointments" means employment for a specific period of time, with a termination date certain specified at the time of appointment. All full-time temporary faculty appointments are made by the Board of Trustees.

(s) "Unit constituency" means, but is not limited to, any of the University's Colleges (e.g. Fine Arts) or College Divisions (e.g. Arts and Sciences - Humanities), Academic Services, and Counseling Center.

(t) "Unit faculty" means those persons who are faculty members included in the bargaining unit as defined in Article I.

(u) "University" means Western Michigan University, a constitutionally established institution of higher education, located in Kalamazoo, Michigan.

(v) "University-Recognized Holidays" means all holidays so designated by Western. Unit faculty shall not be required to work during such University-recognized holidays.

(w) "Visiting Professors" means persons appointed by the Board of Trustees for a specified term at the University while on leave from another institution or organization.

(x) "Western" means the Board of Trustees of Western Michigan University and the administrative agents of said Board.

ARTICLE III - MANAGEMENT RIGHTS

Western has the responsibility and, subject only to the limitations imposed by the express and specific terms of this Agreement, the right to manage, direct, and control the University and its programs.

Western's existing rights, privileges and responsibilities to manage its academic and non-academic programs not specifically delineated by this Agreement shall continue in full force and effect. In the event that the specific terms of the Agreement conflict with such rights, privileges and responsibilities, the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict, provided however, that this Agreement shall in all cases be interpreted so as not to deprive Western of its legal authority to control all final decisions regarding its academic and non-academic programs.

ARTICLE IV - CHAPTER RIGHTS

Except as limited by the specific and express terms of this Agreement, the Chapter retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. Western agrees not to enter into any agreement or understandings with the unit faculty, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

Section 1: The Chapter shall nominate faculty representatives to the: Affirmative Action Coordinating Committee; Athletic Board of Control; University Admissions Policy Committee; University Curriculum Committee; University General Education Committee; University Teacher Education Committee; University Program Review Advisory Council; and University Parking Committee. As vacancies occur in the committees named above, Western shall seek nominations from the Chapter.

Section 2: Western shall notify the Chapter of all University-wide committees formed during the life of this Agreement and shall seek nominations from the Chapter for any vacancy or vacancies that are created or occur.

ARTICLE V - PAST PRACTICES

As used in this Agreement, the term "past practices" refers to those practices and policies, not inconsistent with the provisions of this Agreement, which were in writing and approved by the Board of Trustees of the University as of January 6, 1975, excepting, however, that policy designated as

"The Selection of University Administrative Officers" and that policy relating to patents and copyrights.

The parties agree to continue all past practices, as defined above, concerning faculty rights, privileges and terms and conditions of employment except as expressly modified by this Agreement or by mutual written consent; where the terms of this Agreement and past practices are in conflict, the terms of this Agreement shall govern.

The issue of whether or not in a given case a past practice of the University has been followed shall be subject to the grievance procedure, including arbitration.

Neither the enumeration in this Agreement of certain rights and privileges of bargaining unit members nor the stated constraints thereon shall be construed to deny or diminish the rights, privileges and responsibilites of faculty members to participate in the recommendation of educational policy in the University.

ARTICLE VI - RIGHT TO DATA

Western shall make available after written request therefor has been made by the Chapter any information not exempted by law (other than that which is retained only in Western's confidential personnel files) which is necessary for the Chapter to meet its collective bargaining responsibilities or to administer this Agreement. Normally, such information shall be made available within five (5) days of the Chapter's request therefor; if such information is not readily available within said five (5) days, Western shall so notify the Chapter in writing and shall make the requested information available as soon as reasonably possible.

Western shall provide the Chapter with a copy of the minutes of the official meetings of the Board of Trustees. A designee of the Chapter shall have an opportunity at reasonable times to view Board of Trustees' documents in support of the Board's minutes on file in the Secretary's office. Western shall provide the Chapter a copy of the Annual Budget Request as approved by the Board of Trustees for submission to the State of Michigan and a copy of the Annual Audited Financial Report.

Western shall, no later than the 25th day of each month during the life of this Agreement and any extension thereof, notify the Chapter of all new unit faculty members, all withdrawals from the unit, and all changes of status of unit personnel.

Western shall provide to the Chapter at the time of transmission to the Board of Trustees for action a copy of each recommendation for any program change which affects the work of bargaining unit members.

ARTICLE VII - ACCESS TO FACILITIES AND SERVICES

Western will make available to the Chapter office space and provide the Chapter with the use of facilities, service and equipment upon proper written request at the same rate as that charged to other campus organizations. The Chapter shall have the right to purchase office supplies through the University purchasing system, provided the Chapter maintains sufficient balance in its cost center to cover such purchases.

Western will provide the Chapter with telephone service on the Centrex system at the same rate as is available to other users and will list the Chapter in the University telephone directory.

Western will provide, without charge, five (5) parking stickers for Chapter use.

Western will provide a copy of this Agreement to each unit faculty member during the life of the Agreement as well as twenty-five (25) copies to the Chapter. Additional copies of this agreement shall be provided to the Chapter at cost.

ARTICLE VIII - BOARD OF TRUSTEES OBSERVER

The Chapter shall be entitled to have an observer present at all official meetings of the University Board of Trustees. Said observer shall be appointed by the Executive Committee of the Chapter. The observer shall be furnished copies of the agendas at such meetings.

ARTICLE IX - AGENCY SHOP

As a condition of continued employment, all persons in the unit shall, by November 1 of each contract year or within thirty (30) days after the effective date of appointment, whichever shall occur later, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees.

The Administration shall deduct from the salaries of members of the bargaining unit, in equal installments for each pay period, service fees or dues levied by the Chapter, provided the Unit member has voluntarily executed a standard form, prepared by the Administration and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.

The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fees deductions to the Chapter bank account each pay period.

A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the Payroll Office and to the Chapter written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this Agreement, whichever occurs first.

When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

Western shall not be liable to the Chapter by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

Following at least fourteen (14) days' written notice to the faculty member, the Chapter may request the termination of a faculty member who has not complied with the dues or service fees section of this Article. The Chapter's request to Western shall be in writing. Upon receipt of a proper request, Western shall terminate the appointment of such faculty member as of the end of the semester in which the Chapter notifies Western that said faculty member has not paid Chapter dues or service fees.

The Chapter shall indemnify and hold the University harmless from any liability resulting from any and all claims, demands, suits or other actions arising from compliance with this Article. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE X - ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1: ANTI DISCRIMINATION. Neither Western nor the Chapter shall discriminate against any faculty member or applicant for employment on the basis of race, color, religion, national origin, sex, age, or handicap. Except as otherwise provided in this Agreement, Western and the Chapter further agree that all decisions relating to an individual's initial appointment, or a faculty member's promotion, tenure, salary or other personnel matters shall be based on the individual's professional competence in his/her academic discipline and upon his/her competence in relation to the performance of the duties of the position. Personal characteristics, excluding those enumerated above, and/or beliefs of the faculty member or individual shall not be a basis for any judgment or decision.

Section 2: AFFIRMATIVE ACTION.

(a) Western and the Chapter agree that the University Affirmative Action Plan is in the best interest of both and that they shall cooperate in endeavoring to achieve the goals and objectives therein sought.

(b) The Affirmative Action Coordinating Committee charged with the overall development and implementation of the University Affirmative Action Plan, shall include the Chapter's designee.

(c) It is the responsibility of the Affirmative Action Coordinating Committee to inform all faculty of their rights and responsibilities relative to affirmative action and equal opportunity in accordance with the University Affirmative Action Plan. Western will provide the Chapter with a copy of the annual report prepared by Western's Affirmative Action Office.

Section 3: REMEDIAL ACTION. Western and the Chapter agree that they shall cooperate to eliminate discrimination and to implement remedial action.

For the purpose of implementing remedial action, it may be necessary to initiate special procedures based on the need to eliminate and remedy the effects of discrimination and to increase the proportions of minority and women faculty. Such procedures will be developed and instituted by Western as needed.

Consistent with this effort, Western agrees that any University-wide committees recognized by Western as participants in this endeavor shall include the Chapter's designee.

Section 4: GRIEVANCE. A complaint or charge alleging discrimination proscribed by this Article can be filed under the University Affirmative Action Plan. A complaint filed under the Affirmative Action Plan may not be processed under the Agreement's Grievance Procedure. Within five (5) working days of the receipt of a definitive answer from the University Affirmative Action Plan, a grievance may be filed by the individual and/or the Chapter at Step Three, provided that the matter has not been filed with any governmental agency. In the event such complaint or charge is so filed with a governmental agency after a grievance has been initiated, no further action under the grievance procedure shall be taken with respect thereto following notification to Western that such complaint or charge has been so filed.

ARTICLE XI - PERSONNEL FILES

Each department shall maintain, for the unit faculty member and for official University purposes, an official personnel file for each unit faculty member. Such file shall contain copies of personnel transactions, official correspondence between the unit faculty member and Western and summary statements of confidential evaluations submitted in connection with his/her reappointment, promotion or tenure and an inventory of any and all additional materials. The official personnel file shall also contain (1) current information relating to the unit faculty member's academic and professional accomplishments submitted by him/her or placed in the file at his/her request, and (2) any existing memoranda of discussions and/or correspondence between the unit faculty member and the department chairperson, dean, or Vice President for Academic Affairs relating to the unit faculty member's professional performance.

A unit faculty member upon oral or written request shall have the right to examine his/her official personnel file during normal business hours in the presence of a representative of Western and, if desired, a representative of the Chapter, and to place in the file a statement in response to any item held in the file.

A unit faculty member shall have the right to obtain copies of all materials in his/her official personnel file, at his/her expense. The fee shall be limited to the cost of reproduction and mailing of the materials requested.

A designated member of the Chapter, having written authorization from the unit faculty member, and in the presence of a representative of Western, may examine the official personnel file of such unit faculty member if the examination relates to a filed grievance, a grievance in preparation, or a written charge or charges preferred against the unit faculty member by Western.

Western shall have the right to utilize information contained in official personnel files in any of the following circumstances: (1) When it is legally required for compliance with a government regulation or court order, (2) when there is an official Western requirement except that the Ombudsman or his/her representative shall not have direct access to faculty files, (3) when a unit faculty member requests the release of his/her personnel information for some specific purpose. Nothing herein shall prohibit publication of statistical information or other legitimate use of data in which identity is not revealed. Unless prohibited by law, a unit faculty member shall receive timely written notice of any request for access to his/her file prior to such access. The unit member will also be notified any time the Ombudsman or his/her representative requests information from a faculty member's official personnel file or the confidential file.

For each unit faculty member there shall be a separate confidential file, maintained by the Vice President for Academic Affairs. The separate confidential file is not the official personnel file. Such file shall contain any and all confidential evaluations (except student course evaluations) submitted in connection with the unit faculty member's appointment, reappointment, promotion, or tenure.

In grievance arbitration and/or dismissal proceedings any documents contained in the confidential file, maintained by the Vice President for Academic Affairs, which may be used in any of these proceedings will be made available in a timely fashion to the faculty member.

A unit faculty member shall be notified when administrative responses have been made to inquiries about the unit faculty member from any non-University source except in cases in which only verification of employment is given.

For the purpose of periodic file maintenance, the department chairperson and the unit faculty member may jointly review the contents of the official personnel file. By mutual agreement between the chairperson and the unit faculty member, individual documents in the file may be removed, provided that there appears to be no probable future need for such material.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1: DEFINITION OF GRIEVANCE. A grievance is a dispute involving a claimed breach, misinterpretation or improper application of the provisions of this Agreement, or the past practices and policies hereinbefore defined.

Section 2: INDIVIDUAL RIGHT. Any individual faculty member or group of faculty members may at any time, consistent with their constitutional and statutory rights, present grievances to Western and have these grievances adjusted without intervention of the Chapter, provided that the adjustment is not inconsistent with the terms of this Agreement. Western shall inform the Chapter in writing of such adjustments.

Section 3: CONSTRUCTION. Nothing contained in this Article shall prevent the informal adjustment of any grievance and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the faculty member and the administrative agent of Western immediately involved. Steps one, two and three of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration may be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

Section 4: BASIC PROVISIONS. The basic provisions shall be as follows:

(a) In computing any time limits specified under this Article, Saturdays, Sundays and University-recognized holidays will be excluded.

(b) At all levels of the grievance procedure and arbitration hearings, the parties shall have the right to have legal counsel present at their own expense.

(c) Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant(s) or the Chapter, the grievance shall be considered as having been withdrawn. In the event of the failure to comply with the time limit on the part of Western, the grievance shall automatically be advanced to the next step of the grievance procedure, except that nothing herein shall be construed so as to automatically advance a grievance to the Arbitration Step.

Section 5: INITIATION OF GRIEVANCE. The Chapter, a faculty member or a group of faculty members may initiate a grievance by serving a written notice of it to the administrative agent immediately involved. Such notice shall concisely state the facts upon which the grievance is based, when they occurred, specify the provision of the Agreement which allegedly has been violated, specify the relief and remedy sought and be signed by the grievant(s). Such notice shall be filed within forty-five (45) days after the occurrence of the event upon which the grievance is based. If the affected faculty member(s) or the Chapter has no knowledge of the occurrence of the event within said forty-five (45) days, then such notice shall be filed within forty-five (45) days after the faculty member(s) or Chapter had knowledge thereof or conditions were such that the faculty member(s) or the Chapter should have had knowledge thereof. If no notice is served within the forty-five day time limit, the grievance shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to forty-five (45) days before the filing of the written notice of grievance.

Section 6: STEP ONE. Upon receipt of the written grievance, the department chairperson or similar official or his/her designated administrative agent, shall arrange a meeting to discuss the grievance with the grievant(s) and, if requested by the grievant(s), with the appropriate representative of the Chapter. This discussion shall be completed within seven (7) days after the required initiation notice is filed and a written answer to the grievance shall be given to the grievant(s) by the department chairperson or similar administrative officer within ten (10) days, wherever possible. If the grievance is satisfactorily adjusted, the adjustment will be signed by the

parties. One (1) copy thereof will be given to the grievant(s), one (1) copy to the Chapter, and one (1) will be retained by the department chairperson or other similar official.

Section 7: STEP TWO. If the grievance is not adjusted in step one, the grievant(s) or the Chapter may appeal the grievance to the second step of the grievance procedure, provided such appeal is sought in writing, signed by the grievant(s) or the Chapter, sets forth the objection to the step one answer and is presented to the appropriate dean or other designated administrative agent within five (5) days after receipt of the step one answer. Upon receipt of the written appeal the dean or other designated administrative agent shall arrange a meeting to discuss the grievance, answer and appeal, with the grievant(s), a Chapter-appointed representative, and the department chairperson or administrative agent involved. This discussion shall be completed within seven (7) days after the filing of the request to have the grievance considered in step two and a written answer to the grievance shall be given to the grievant(s) and the Chapter by the dean within ten (10) days, wherever possible. If the grievance is satisfactorily adjusted at this step, the adjustment will be signed by the parties and copies thereof will be given to the grievant(s) and the Chapter, and one (1) copy will be retained by the dean or other administrative agent.

Section 8: STEP THREE. If the grievance is not adjusted in step two, the grievant(s) or the Chapter may appeal the grievance to the third step of the grievance procedure, provided such appeal is sought in writing, signed by the grievant(s) or the Chapter, sets forth the objection to the step two answer and, within five (5) days after receipt of the step two answer, is presented to the office of the Assistant to the President designated as Western's grievance hearing officer, who shall conduct a hearing. This hearing shall be within ten (10) days after the filing of the request to have the grievance considered in step three and a written answer to the grievance shall be given to the grievant(s) and the Chapter by the hearing officer within five (5) days of the close of the hearing. If the grievance is adjusted to the satisfaction of the grievant(s) at this step, the adjustment will be signed by the parties and a copy thereof will be given to the grievant(s) and the Chapter and one (1) copy will be retained by the dean or other administrative agent.

Section 9: STEP FOUR - ARBITRATION. If the grievance has not been adjusted satisfactorily in the foregoing steps, the Chapter shall have the right to make demand upon Western for arbitration of the dispute, provided such demand is made within forty-five (45) days after receipt by the Chapter of Western's step three answer. If such demand has not been made within such forty-five (45) day period, the grievance will be considered to be withdrawn. If timely demand is made, Western and the Chapter will promptly join in submitting the dispute to arbitration under the then obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall have no authority to add to, subtract from, change or modify any of the terms or provisions of this Agreement or the past practices and policies hereinbefore defined, but shall be limited solely to the interpretation and application of the specific provisions contained herein and the past practices and policies hereinbefore defined. The Arbitrator shall not render an opinion as to whether a bargaining unit member should or should not be appointed, reappointed, terminated, or be granted tenure or promotion, but shall be limited in his jurisdiction on these matters to determining whether the contractual procedures have been complied with.

The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by Western and the Chapter. All other expenses will be borne by the party upon whose behalf they are incurred. The decision of the arbitrator shall be final and binding on all parties hereto.

ARTICLE XIII - ACADEMIC FREEDOM AND RESPONSIBILITY

The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of Western and the Chapter for academic freedom safeguards must extend equally to requiring responsible service consistent with the goals of the University. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return must be based upon an understanding with Western. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she shall not introduce into his/her teaching controversial matter which has no relation to his/her subject.

As members of the community, the faculty have the rights and obligations of any citizen. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special positions in the community impose special obligations which should be evaluated in the light of their responsibilities to their disciplines, to their students, to their profession and to the University. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. Both the protection of academic freedom and the requirements of academic responsibility apply to all persons associated with the University who exercise teaching and/or other professional responsibilities.

ARTICLE XIV - APPOINTMENT AND REAPPOINTMENT OF FACULTY

In matters involving the appointment or reappointment of faculty, faculty members shall have the right to make relevant, germane and timely recommendations to the department chairperson. Such recommendations should be directed to the professional competence and performance of candidates, as well as to their potential personal and professional contributions to the University, and shall be made in accordance with the Departmental Policy Statement.

Final decisions concerning the appointment or reappointment of faculty shall be subject to the Grievance Procedure in this Agreement.

Section 1: INITIAL APPOINTMENTS. At the time of a formal offer of an appointment, the individual shall (1) be given a copy of this Agreement, (2) be advised in writing by Western of the terms and conditions of employment, and (3) be provided with a copy of the Departmental Policy Statement. In the event of a change in the individual's status, Western shall promptly advise such individual and the Chapter in writing of any new or altered conditions affecting his/her appointment status.

Section 2: INDIVIDUAL CONTRACTS. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of any individual contract of employment with the Board of Trustees. In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members.

Section 3: MINIMUM TERMS. The Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and Western will not employ a faculty member on terms less favorable to him/her than those stated herein. In the event Western wishes to employ or continue employment of a faculty member on terms more favorable than those specified herein, it may do so in the following manner:

(a) In the case of a faculty member already employed by Western, increases in compensation or other benefits which exceed the terms of this Agreement shall be given only with the prior Agreement of the Chapter.

b) In the case of a prospective faculty member, Western may offer employment on terms and conditions of compensation or other benefits which exceed those provided by this Agreement as long as the Chapter is notified of the terms and conditions of such employment.

Section 4: ALTERNATE TERMS. Nothing in this article shall preclude Western and a faculty member from mutually agreeing to an alternate academic year appointment consisting of the Spring and Summer Sessions plus a contiguous Fall or Winter Semester. In departments whose Departmental Policy Statement provides for departmental recommendation on alternate academic year appointment, such departmental recommendation shall be sought by Western prior to finalization of the appointment. Western shall promptly notify the Chapter of each alternate appointment.

ARTICLE XV - NEPOTISM

Persons related by family or marriage may be employed by the University provided such individuals meet and fulfill regular University employment standards. However, faculty or staff members shall neither initiate, participate in, nor influence in any way institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, etc.) to members of their families. In instances where a conflict of interest might occur under normal operating procedures, the responsibility for the decision will pass to an authorized representative of the next higher administrative level. Where other than normal operating procedures involving faculty are followed hereunder, the Chapter shall be notified in writing.

ARTICLE XVI - PROMOTION POLICY AND PROCEDURES

Section 1: RANKS. Western Michigan University recognizes the ranks of professor, associate professor, assistant professor and instructor. Promotion is the advancement of a faculty member from one of these ranks to the next higher. There shall be no restriction on the rank distribution in the University, in any college or division, or in any department. The parties recognize that:

1. Promotion shall be based on merit, not solely on years of service.

2. Merit can be fairly assessed only after a faculty member has spent a reasonable period of time in a particular rank.

3. Employees who are on temporary one-year appointment, except those on grants or outside funding, and those employees who have received notice from the University with a termination date certain specified are not eligible for promotion.

Two categories of criteria shall be considered in promotion decisions - qualifying and judgmental.

Section 2: QUALIFYING CRITERIA. To be eligible for consideration for promotion, a faculty member must meet minimum qualifying standards in educational attainment and number of years in rank. Exceptions to these criteria are possible, as specified below.

1. EDUCATIONAL ATTAINMENTS. In most disciplines the earned doctorate constitutes the conventional terminal degree. However, in those disciplines in which the doctorate is not normally required, appropriate alternate criteria must be determined and approved as follows:

   a. Departments shall submit their proposed criteria developed in accord with the Departmental Policy Statement in conformance with those procedures outlined in Article XXII, Faculty Participation in Departmental Governance. The appropriate chairperson, dean and the Vice President for Academic Affairs shall be responsible for insuring the basic equivalence among departments of educational attainment criteria, and their adherence to the general guidelines of this policy.

b. The department's approved criteria will be official departmental policy and shall become part of the Departmental Policy Statement.

2. LENGTH OF SERVICE IN RANK. Length of service in rank refers to the number of years that a faculty member has spent in his/her present rank. Faculty service at the same or higher rank at other educational institutions may be included, except that it is limited to a maximum of seven (7) years. Such prior service credit shall be determined at the time of initial appointment and included in the initial appointment letter. To be eligible for promotion to assistant professor, a faculty member shall have been an instructor for at least one (1) year. To be eligible for promotion to associate professor, a faculty member shall have been an assistant professor for five (5) years. To be eligible for promotion to professor, a faculty member shall have been an associate professor for seven (7) years.

3. EXCEPTIONS. Exceptions to the requirements of educational attainment and length of service in rank may be requested by a faculty member from his/her departmental promotion committee.

4. ELIGIBILITY. Meeting these qualifying criteria establishes eligibility, but does not assure either immediate or eventual promotion. All faculty eligible for promotion shall be notified of such eligibility by the department chairperson by December 15.

Section 3: JUDGMENTAL CRITERIA. Each year all faculty eligible for promotion on the basis of qualifying criteria may be evaluated for promotion by the department. A faculty member who is eligible for promotion in a given year may request his/her name be removed from consideration for promotion during the said year. Areas to be evaluated include professional competence, professional recognition, and professional service. Each department shall publish in its Departmental Policy Statement the relative importance of any or all achievements and activities on which it places value.

1. PROFESSIONAL COMPETENCE. Competence in teaching is an absolute necessity for promotion for teaching faculty. Insofar as they pertain to teaching competence, efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation. Competence in performance of other professional duties appropriate to certain disciplines is correspondingly an absolute necessity for the promotion of non-teaching faculty.

2. PROFESSIONAL RECOGNITION. Professional recognition comes in many forms and may vary with the faculty member's discipline. In almost all fields, research, publication, and evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs and articles should be recognized. In the areas of literature and the fine and performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, external consultation and work with colleagues and advanced graduate students on research and scholarly projects are appropriate bases for recognition. In addition, holding office in national and state professional associations, and contributing papers or services to such organizations are worthy of professional recognition.

3. PROFESSIONAL SERVICE. Professionally relevant service to the department, the University and the community and meaningful service to the Chapter shall contribute to favorable consideration for promotion.

4. REVIEW OF ADDITIONAL JUDGMENTAL CRITERIA. If departments wish to propose additional or more particular judgmental criteria, they shall be developed in accord with the procedures employed in establishing the Departmental Policy Statement. If approved, such additional criteria will be official departmental policy, and shall become part of the Departmental Policy Statement.

5. APPLICATION OF JUDGMENTAL CRITERIA. In considering candidates for promotion, professional competence, professional recognition, and professional service are all important. A faculty member whose major achievement is outstanding success as a teacher may expect eventual promotion to assistant or associate professor. Similarly, a faculty member who achieves

outstanding success in a non-teaching capacity may expect eventual promotion to assistant or associate professor. For promotion to full professor, a faculty member must be a competent professional (a) who has achieved outstanding professional recognition, or (b) who has gained substantial professional recognition and has rendered significant professional service.

Section 4: Departmental faculty members shall have the right and responsibility to make recommendations, with supporting data, for promotions of colleagues according to the Departmental Policy Statement and in accordance with the established timetable.

Section 5: COLLEGE PROMOTION COMMITTEES: MEMBERSHIP. College Promotion Committees (CPC) shall be established in each college (exclusive of the Graduate College). The College of Arts and Sciences shall have one (1) CPC for each of its three divisions humanities, natural sciences and social sciences. Each CPC shall elect its own chairperson.

Section 6: COLLEGE PROMOTION COMMITTEES: ELECTION PROCEDURES. No later than October 15, 1977, each department shall elect its representative to the CPC and shall notify the dean of the election results. The dean and the Office of Academic Affairs shall announce the acceptance of the election results no later than November 15, 1977, after reviewing the results to insure broad representation of ranks and interests and arranging for additional elections. After the election process is complete, faculty who have been elected shall be assigned, by lot, one, two and three year terms which expire on June 30 of each year starting in 1978. Faculty will nominate and elect replacements each April subject to administrative review for rank and interest representation problems.

After the eligibility lists have been distributed in December, deans and the Office of Academic Affairs shall have until January 15 to have faculty elect any alternates to serve on the CPCs temporarily in conflict of interest situations.

Section 7: TIMETABLE. The timetable for consideration of promotions shall be as follows:

FEBRUARY 15 - Anytime after January 15 department chairpersons shall convene the first meeting of the departmental promotion committee. Recommendations, presented in priority order with supporting data, shall be presented to the department chairperson and the CPC no later than February 15.

MARCH 15 - Anytime after the receipt of the departmental promotion committee data but, in any event, no later than February 20, the dean shall convene the first meeting of the CPC. The recommendations of the departmental faculty and the recommendations of the CPC, presented in priority order with supporting data, shall be presented to the dean no later than March 15.

APRIL 15 - No later than April 15, the dean shall present the priority listings of the departmental faculty, the CPC, the chairpersons and the dean to the Office of Academic Affairs.

MAY - The recommendations of the Vice President for Academic Affairs shall be submitted to the regular monthly meeting of the Board of Trustees in May.

DECEMBER 15 - Latest date for department chairperson to notify faculty of promotion eligibility.

January 15 - Anytime after January 15 department chairpersons shall convene the department promotion committee (see Section 9, APPEALS)

February 15 - Recommendations, presented in priority order with supporting data, shall be presented to the department chairperson and College Promotion Committee (see Section 9, APPEALS)

February 20 - Latest date for first meeting of CPC (convened by the dean)

March 15 - Recommendations of the Departmental faculty and the recommendations of the CPC, presented in priority order with supporting data, shall be presented to the dean (see Section 9, APPEALS)

April 15 - Latest date for dean to present priority listing of the departmental faculty, the CPC, the chairpersons and the dean to the Office of Academic Affairs (see Section 9, APPEALS)

May - Vice President for Academic Affairs shall present promotion recommendations to the regular monthly meeting of the Board of Trustees in May (see Section 9, APPEALS)

Section 8: UNAFFILIATED ACADEMIC UNITS. The Vice President for Academic Affairs shall ascertain that procedures incorporating the principles set forth in this Article are employed in the Graduate College and in those academic units not affiliated with a college.

Section 9: APPEALS. Appeals to a departmental promotion committee (DPC) and the CPC shall be in accordance with policies developed by the DPCs and CPCs and approved by the Office of Academic Affairs. Prior to the April 15 deadline for transmittal of promotion data to the Academic Affairs Office, deans shall inform affected faculty members of the recommendations of the chairpersons and deans so that faculty may appeal to the dean and/or chairperson before the final list is submitted to Academic Affairs.

If the Vice President for Academic Affairs reverses an affirmative recommendation of the CPC or dean, he/she shall notify the faculty member, the chairperson and the dean. At the faculty member's request, a conference shall be held with the Vice President to discuss his/her decision and whether or not a re-evaluation should be conducted.

Section 10: IMPLEMENTATION. Promotions approved by the Board of Trustees and the subsequent salary increase shall normally be effective on July 1 for fiscal year faculty and with the beginning of the Fall Semester for academic year faculty.

Section 11: In cases involving the denial of promotion by the Board of Trustees, the departmental faculty shall have the right to make a recommendation to the Office of Academic Affairs. If such recommendation is not accepted, the departmental faculty may make a second recommendation within sixty (60) days. Western shall have the responsibility in each instance for the final decision.

Section 12: Final decisions concerning promotion shall be subject to the Grievance Procedure in the Agreement.

Promotion Responsibilities

Administrative	chairpersons convene the first meeting of the departmental promotion committee.
	chairpersons shall receive the departmental recommendations and shall append their separate recommendations before passing packet to the dean.
	deans shall append their separate recommendations before passing the packet to the Office of Academic Affairs.
	the Vice President for Academic Affairs shall present promotion material to the Board of Trustees.

Faculty shall prioritize a promotion list with supporting materials and transmit same to the department chairperson and the CPC.

the CPC shall append its recommendations to the department material and pass same in a timely fashion to the dean.

ARTICLE XVII - TENURE POLICY

Section 1: DEFINITION OF TENURE. Academic tenure defines the character of faculty appointments at Western Michigan University as continuous until resignation, retirement, termination for disability, dismissal for cause, dismissal for failure to comply with the agency shop provisions set forth in this Agreement.

Section 2: STATEMENT OF PRINCIPLE. In awarding tenure, the University expresses its commitment to assuring academic freedom and to recognizing and rewarding professional achievement. The acceptance of tenure expresses the long-range commitment of the faculty member to the enhancement of University programs and the academic quality of the institution. In recognition of these commitments and of the effects of tenure decisions upon the nature of the institution, the quality and diversity of its programs, and its ability to maintain academic quality through periods of change, it is essential that tenure review be thorough, fair and in accord with clearly stated criteria. Two categories of criteria shall be considered in tenure decisions - qualifying and judgmental.

Section 3: QUALIFYING CRITERIA. To be eligible for consideration for tenure, a faculty member must meet qualifying standards in employment status and probationary service. Only those faculty serving on continuing Board appointment are eligible for tenure. Faculty in other appointment categories who acquire a continuing Board appointment shall, at the time of their change in appointment be advised in writing by the Vice President for Academic Affairs of all factors contributing toward tenure status. Allowance shall be made for prior experience in relation to its appropriateness to the new appointment, subject to the approval of the Vice President for Academic Affairs. Meeting the qualifying criteria establishes eligibility but does not assure attainment of tenure. Eligible faculty shall be notified by department chairpersons by December 15.

Any person whose appointment is dependent upon grant or contract funds is normally not eligible for tenure. A person who is eligible shall be notified of this in writing at the time of appointment.

Section 4: PROBATIONARY PERIOD. Faculty members shall serve a probationary period which shall not exceed six (6) consecutive years of full-time continuing appointment or the equivalent thereof.

a. Prior Service. Generally allowance will be made in accordance with departmental recommendations for full-time service at the rank of instructor or higher at Western or in other accredited institutions of higher learning. Allowance may be made for other appropriate and comparable professional service. Allowance for prior service in either instance shall not exceed three (3) years. The exact number of years remaining in the probationary period at Western shall be stipulated in writing by the Vice President for Academic Affairs at the time of initial appointment.

b. Leaves of Absence and Layoffs. A leave or leaves of absence or lay-off period totaling two (2) years or less shall not void the continuity of the probationary period. A maximum of one (1) year's leave may be counted toward completion of the probationary period, provided that written approval is given by the department chairperson, the dean, and the Vice President for Academic Affairs at the time the leave is granted.

c. Early Final Review. Under exceptional circumstances, a faculty member may request an early final tenure review. If the departmental unit faculty, departmental chairperson, Dean of the College, and the Vice President for Academic Affairs approve the request, such early review shall take place. The review shall follow the same procedures as those used in a normal final tenure review. Except where an early review reveals serious deficiencies in the performance of a faculty member, a negative decision shall be without prejudice to the later, regularly scheduled, review. As in all cases where serious deficiencies become apparent, the department should consider recommending termination of the faculty member.

Section 5: SPECIFICATION OF CONDITIONS OF APPOINTMENT. At the time of initial appointment the probationary faculty member shall be advised in writing by the Vice President for Academic Affairs of the terms and conditions of employment and the University standards and procedures employed in decisions affecting tenure. With the approval of the Vice President for Academic Affairs, the department or college may also stipulate in writing any additional standards or requirements. In the event of a change in the faculty member's status, the terms of the new appointment shall be stipulated in writing.

Section 6: CRITERIA FOR TENURE EVALUATIONS. Probationary faculty shall be evaluated for tenure on the basis of the following criteria. It is the responsibility of each department faculty to develop and make known to its members the departmental guidelines for the application and relative importance of the tenure criteria as found in the department policy statements.

1. PROFESSIONAL COMPETENCE. Professional competence is an absolute necessity for the awarding of tenure to faculty. Competence in teaching is an absolute necessity for awarding tenure to teaching faculty. Insofar as they pertain to teaching competence, efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation. Competence in performance of other professional duties appropriate to certain disciplines is correspondingly an absolute necessity for awarding tenure to non-teaching faculty.

2. PROFESSIONAL RECOGNITION. Professional recognition comes in many forms and may vary with the faculty member's discipline. In almost all fields, research, publication, and evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs and articles should be recognized. In the areas of literature and the fine and performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, external consultation and work with colleagues and advanced graduate students on research and scholarly projects are appropriate bases for recognition. In addition, holding office in national and state professional associations and contributing papers or services to such organizations are worthy of professional recognition.

3. PROFESSIONAL SERVICE. Professionally relevant service to the department, the University, the community and meaningful service to the Chapter shall contribute to favorable consideration for tenure.

While these three (3) criteria constitute the minimum University requirements, departments may add more particular requirements. If departments wish to propose additional or more particular requirements, these shall be developed in accord with the procedures employed in establishing the Departmental Policy Statement.

Section 7: TENURE REVIEW PROCESS. Based on the criteria and procedures specified in this Agreement, the qualifications and performance of each probationary faculty member shall be reviewed by Western during the second, fourth, and sixth years of his/her appointment, or, if the probationary period is less than six years, during alternate years concluding with the final probationary year.

Individual departments may, under the terms of their Departmental Policy Statements, conduct more frequent intermediate tenure reviews.

Section 8: Departmental faculty members shall have the right and responsibility to make recommendations, with supporting data, concerning the award or denial of tenure to their colleagues according to the Departmental Policy Statement and in accordance with the established timetable. It is the responsibility of each department faculty group to develop its own procedures for making timely recommendations to the department chairperson and the dean and to develop and make known to its members the departmental guidelines for the application and relative importance of the criteria set forth in Section 6 above in light of the department's special characteristics, needs and/or requirements. Such guidelines shall be developed in accord with the procedures employed in establishing the Departmental Policy Statement.

Section 9: UNAFFILIATED ACADEMIC UNITS. The Vice President for Academic Affairs shall ascertain that procedures incorporating the principles set forth in this Article are employed in the Graduate College and in those academic units not affiliated with a college.

Section 10: TIMETABLE. The timetable for consideration of tenure shall be as follows:

JANUARY 15 - Anytime after December 15, department chairpersons shall convene the first meeting of the departmental tenure

committee. Recommendations by that committee together with supporting data shall be presented to the department chairperson no later than January 15.

FEBRUARY 10 - The recommendations of the departmental committee shall be presented to the dean no later than February 10, together with the chairpersons's recommendations.

MARCH 10 - No later than March 10, the dean shall present the recommendations of the departmental committee, the chairpersons and the dean to the Office of Academic Affairs.

APRIL 10 - No later than April 10, the President or his/her designee shall receive tenure recommendations from the Office of Academic Affairs. The President or his/her designee shall submit tenure recommendations to the Board of Trustees at their next regular meeting. Sole power to confer tenure rests with the Board of Trustees.

DECEMBER 15 - Latest date for department chairperson to notify eligible faculty of tenure review

JANUARY 15 - Latest date for department chairperson to receive faculty committee recommendations with supporting data (see Section 11, APPEALS)

FEBRUARY 10 - Latest date for departmental committee recommendations and chairperson's recommendations to be presented to the dean (see Section 11, APPEALS)

MARCH 10 - Latest date for recommendations for the departmental committee, the chairpersons and the dean to reach the Office of Academic Affairs (see Section 11, APPEALS)

APRIL 10 - Latest date for President or his/her designee to receive tenure recommendations from the Office of Academic Affairs (see Section 11, APPEALS)

APRIL - The President or his/her designee shall submit tenure recommendations to the Board of Trustees at its regularly scheduled monthly meeting immediately after April 10.

Section 11: APPEALS. Appeals to a departmental committee shall be in accordance with policies developed by the faculty committees and approved by the Office of Academic Affairs. Prior to the March 10 deadline for transmittal of recommendations to the Academic Affairs Office, deans shall inform affected faculty members of the recommendations of the chairpersons and dean so that faculty may appeal to the dean and/or chairperson before the final list is submitted to Academic Affairs.

If the Vice President for Academic Affairs reverses an affirmative tenure recommendation of the departmental committee or dean, he/she shall notify the faculty member, the chairperson and the dean. At the faculty member's request, a conference shall be held with the Vice President for Academic Affairs to discuss the situation. If Western determines that new evidence presented at the conference could result in a reversal of a negative decision, a re-evaluation shall be initiated.

Section 12: NOTIFICATION OF THE AWARD OF TENURE. Following action by the Board of Trustees, faculty members who are awarded tenure shall receive timely written confirmation thereof.

Section 13: Final decisions made by Western shall be subject to the Grievance Procedure in this Agreement.

Section 14: Nothing contained in this Agreement shall be construed to prohibit the Board of Trustees from conferring academic rank and tenure upon persons occupying administrative positions, provided that such persons shall be subject to the criteria and procedures of this Article.

Tenure Responsibilities

Administrative	chairpersons convene the first meeting of the department tenure committee.
	chairpersons shall receive the departmental recommendations and shall append their separate recommendations before passing the packet to the dean.
	deans shall append their separate recommendations before passing the packet to the Office of Academic Affairs.
	The Vice President for Academic Affairs shall present tenure material to the President or his/her designee.
	the President or his/her designee shall present tenure material to the Board of Trustees.
Faculty	shall present a list of tenure recommendations with supporting material to the department chairperson.

ARTICLE XVIII - EVALUATION OF PROFESSIONAL COMPETENCE AND PERFORMANCE OF FACULTY

Evaluation of competence in teaching and other professional endeavors shall be used to identify and reward the capable faculty member and to improve the quality of the University.

Periodic evaluation of professional competence and performance (i.e., teaching and/or other professional duties appropriate to certain disciplines, functions or units) will be conducted, the results of which are to be used for the purposes of: (a) improving the quality of instruction and/or the quality of the other professional duties and services rendered; (b) identifying and rewarding individual meritorious performance; and (c) assisting those responsible for making personnel recommendations, by providing regular, reliable, and comparable data for comparable groups.

Within the guidelines noted below it is the responsibility of the faculty of each department to determine: (a) the evaluation methods to be used; (b) the procedures to be followed; and (c) that the evaluations are conducted and the results transmitted, in timely fashion, to the persons evaluated and to those individuals and groups entitled to make personnel recommendations.

Evidence of competence in teaching is essential in order for a teaching faculty member to be favorably recommended for promotion and/or tenure. Therefore, though student evaluations are primarily intended for use in faculty self-improvement, summaries of such evaluations shall be included in all promotion and tenure recommendations. For those faculty members not being reviewed for promotion or tenure such evaluations, where employed, shall be treated in accordance with the Departmental Policy Statement.

The following guidelines apply to periodic evaluations of professional competence and performance: (a) Each evaluation group may provide for student or client evaluation or, where applicable, evaluations from those persons directly affected by the professional performance of the persons being evaluated; (b) each evaluation group shall provide for peer evaluation; (c) external evaluation by professional colleagues is encouraged in appropriate circumstances; (d) self-evaluation, while not required, is strongly recommended; and (e) each evaluation group is to prescribe a procedure for the formal communication of evaluation results to the persons evaluated, including but

not limited to, an interview with the individual or group(s) entitled to make personnel recommendations and a written summary for the record.

Criteria and procedures for evaluation shall be developed in accordance with the Departmental Policy Statement and, where applicable, shall become part of the Departmental Policy Statement.

The information obtained about the professional competence of a faculty member through evaluations shall be summarized by the appropriate departmental faculty committee. A copy of the summary shall be provided to the chairperson and the faculty member. In departments in which student evaluations are used, original copies of the student evaluation forms and a set of the computer analysis forms, if utilized, shall become the property of the faculty member after final grades have been submitted. Original documents other than student evaluations shall be transmitted to those individuals entitled to make the personnel decisions for which the evaluations were intended. A summary analysis of student evaluations shall be included when such evaluations have been used.

For the purpose of carrying out these evaluations, the appropriate faculty committee shall have without cost to them access to and use of Testing Services and the Computer Center.

ARTICLE XIX - FACULTY EVALUATION OF ACADEMIC ADMINISTRATORS

Department faculty and/or the Chapter may conduct evaluations of academic administrators at or above the level of department chairperson up to and including the Vice President for Academic Affairs.

The results of such evaluations shall be transmitted to the person being evaluated and to those entitled to make personnel decisions concerning such administrators.

ARTICLE XX - PROCEDURAL RIGHTS IN FACULTY DISMISSAL PROCEEDINGS

Section 1: TERMINATION OF PROBATIONARY FACULTY. Subject to the terms of this agreement Western may terminate faculty serving on probationary appointment. If it is determined that the continuing Board appointment of a probationary faculty member should be terminated, written notice of termination shall be given by the Vice President for Academic Affairs according to the following schedule:

1. Not later than February 7 for a faculty member serving in the first year of a six (6) year probationary period, or, if the appointment did not coincide with the start of an academic year, at least three (3) months prior to the date of termination of the appointment.

2. Not later than December 15 for a faculty member serving in the first year of a five (5) year probationary period or for a faculty member serving in the second year of a six (6) year probationary period, or, if the appointment did not coincide with the start of an academic year, at least six (6) months prior to the date of termination of the appointment.

3. Not later than twelve (12) months prior to the date of the termination of the continuing Board appointment for all other probationary faculty members.

If the faculty member requests, he or she will be advised orally of the reasons which contributed to termination or the denial of tenure. Upon written request of the faculty member, the reasons given in explanation of the termination or denial will be confirmed in writing. Western's policy on written reasons is as follows:

> "It may not always be to the advantage of the faculty member to be informed of the reasons, particularly in writing. If he/she is informed of them, he/she can be placed under an obligation to divulge them to the appointing body of another institution if it inquires why he/she is leaving his/her present position. Similarly, a written record is likely to become the basis for continuing responses by Western to prospective appointing bodies and may jeopardize his/her chances for obtaining positions over an extended period."

(a) In cases involving the denial of tenure or the termination of probationary faculty, the departmental

faculty shall have the right to make a recommendation to Western in writing. If such recommendation is not accepted, the departmental faculty may make a second recommendation within sixty (60) days. Western shall have the responsibility in each instance for the final decision.

(b) Final decisions concerning the termination of a probationary faculty member shall be subject to the Grievance Procedure in this Agreement.

Section 2: A faculty member may be terminated by Western whenever he or she is unable for a period of two consecutive academic years, by reason of a health disability, to perform satisfactorily the usual and customary duties for which he or she was employed. During this two-year period, Western will consider reassignment and retraining before making a decision to terminate the employee.

Section 3: Before a faculty member can be so terminated, he or she must be notified of the action proposed, supplied with a general summary of the evidence of the disability, and offered an opportunity to consult with the administrative officer who proposed to terminate for such a reason. A copy of such notification and general summary shall be sent to the Chapter at that time.

If, after such consultation, the disability is disputed by the faculty member, he or she shall be given an opportunity to respond fully with all relevant evidence concerning the issue of disability. The faculty member shall have the option of assistance by another faculty member and/or by legal counsel.

Section 4: Following consultation and response, the decision-maker shall determine whether the faculty member should be terminated for disability. A decision to terminate shall be made only if the evidence clearly and convincingly establishes the faculty member's disability.

Section 5: The faculty member may have the decision to terminate reviewed only upon request in writing filed with the Vice President for Academic Affairs. Such request shall be filed within ten (10) working days of the faculty member's receipt of the decision to terminate. A copy shall be forwarded to the Chapter immediately after receipt by Western.

Review will first be made by a hearing committee, consisting of five (5) members appointed by the President of Western from a panel of ten (10) faculty members nominated by the Chapter. The hearing committee shall, within thirty (30) days

from the date of the faculty member's request, file its recommendations, its reasons and the evidence relied upon with the office of the President. A copy shall be forwarded to the Chapter immediately and to the faculty member.

The President shall review the evidence and the hearing committee's recommendations, and shall render a decision in writing, setting forth the reasons and the evidence relied upon. A copy shall be forwarded to the faculty member and the Chapter. The decision of the President shall be final unless the faculty member files in the Office of the President within ten (10) working days of receipt of the President's decision, a request for further review by the Board of Trustees.

Section 6: Upon receipt of such a request the President shall, within thirty (30) days, file with the Board of Trustees the evidence, and all decisions and recommendations made in the case.

The decision of the Board of Trustees, after review of the material thus submitted, shall be final.

Section 7: Final decision concerning the termination of faculty for disability shall be subject to the Grievance Procedure in this Agreement.

ARTICLE XXI - PRELIMINARY PROCEEDINGS CONCERNING DISMISSAL FOR CAUSE

Section 1: When reason arises to consider the dismissal for cause of a faculty member, the appropriate administrative officers shall discuss the matter with him/her in a personal conference. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, an ad hoc committee appointed by the Vice President for Academic Affairs from a list of ten Chapter nominees holding academic rank and tenure shall informally inquire into the situation, to effect an adjustment, if possible, and if none is effected, to determine whether in its view formal proceedings to consider his/her dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the Vice President for Academic Affairs, even after considering a recommendation of the committee favorable to the faculty member, expresses his/her conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. Except where there is a disagreement, a written statement with reasonable particularity of the grounds proposed for the dismissal shall then be jointly formulated and signed by the Vice

President for Academic Affairs and the ad hoc committee; if there is disagreement, the Vice President for Academic Affairs or his/her representative shall formulate and sign the written statement.

Section 2: COMMENCEMENT OF FORMAL PROCEEDINGS. The formal proceedings shall be commenced by a communication addressed to the faculty member by the Vice President for Academic Affairs including the statement formulated, and informing him/ her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare his/her defense. Cases shall receive prompt attention and every measure shall be taken to insure that undue delays not be imposed upon the proceedings. The faculty member shall be informed in detail, or by reference to published regulations, of the procedural rights that will be accorded to him/her. The faculty member shall state in reply whether he/she wishes a hearing, and, if so, shall answer with particularity in writing, not less that one week before the date set for the hearing, the statement of grounds as formulated.

Section 3: HEARING COMMITTEE ON DISMISSALS. A hearing committee of five members shall be appointed by the University President from a list of ten persons holding academic rank and tenure, nominated by the Chapter. Vacancies on the committee shall be filled by the University President from that list. The committee shall name its own chairperson at the initial meeting, which will be called by the President of the University. No individual who has participated directly in any decision on the issue which has given rise to the grievance shall be eligible to serve on the committee when it hears the case.

Section 4: COMMITTEE PROCEEDINGS. The committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. The committee, in consultation with the Vice President for Academic Affairs and the faculty member, shall exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matters in dispute shall be received.

The committee shall determine the order of proof, and may conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance by another faculty member and/or by legal counsel of his/her choice. The faculty member shall have the aid of the committee and Vice President for Academic Affairs when needed in securing the attendance of witnesses. The faculty member and the Vice President for Academic Affairs or the latter's representative shall have the right to question all witnesses who testify at the hearing either in person or through counsel of choice. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. All of the evidence shall be duly recorded. It shall not be necessary to follow formal rules of court procedure.

Section 5: CONSIDERATION BY HEARING COMMITTEE. The committee shall reach its recommendation in conference on the basis of evidence adduced in the hearing. Before doing so, it shall give opportunity to the faculty member, or his/her counsel, and the Vice President for Academic Affairs or the latter's representative to argue orally before it. If written statements would be helpful, the committee may request them. The committee may proceed to decide upon its recommendations promptly without having the record of the hearing transcribed where it feels that its recommendation can be reached by this means; or, it may await the availability of a transcript of the hearing if it would be aided thereby. The committee shall set forth its recommendations and the reasons for its recommendations in writing, and shall also indicate in writing the evidence upon which it has relied. The President, the faculty member, and the Chapter shall be notified of the committee's recommendations in writing and shall be given a copy of the record of the hearing.

Section 6: CONSIDERATION BY PRESIDENT. The President shall, after first duly considering the committee's recommendation, decide whether or not the faculty member shall be dismissed. His/her decision shall be based solely upon the record as made at the hearing and shall be in writing. It shall set forth his/her reasons and shall indicate the evidence upon which he/she has relied. The committee, the faculty member and the Chapter shall receive copies. If a signed dismissal charge is not processed to a final decision, the written change, and any documents specifically referring to said charge shall be removed from the faculty member's file.

Section 7: CONSIDERATION BY THE BOARD OF TRUSTEES. The President shall transmit to the Board of Trustees the recommendation and full report of the hearing committee, together with his/her decision, and the Board of Trustees may, at its option, choose to review the case. If it does not, the decision of the President shall be final. If the Board of Trustees chooses to review the case, its review shall be based on the record of the previous hearing. The Board of Trustees shall determine whether or not it wishes briefs or oral argument and, if so, shall determine and advise the principals at the hearing concerning the order, timing and other details which are to apply. The decision of the Board of Trustees shall be final, shall be rendered in writing, and shall set forth its reasons and shall indicate the evidence on which it has relied. The faculty member shall continue to receive his/her salary until such internal dismissal proceedings have been concluded.

Section 8: GRIEVANCE. Final dismissal decisions made by Western under this Article shall be subject to the Grievance Procedures in this Agreement.

ARTICLE XXII - FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE

STATEMENT OF PRINCIPLE

By virtue of their command of their disciplines, University faculty have as a unique resource the abilities to assist in the governance of the departments in which they will exercise their respective disciplines. Faculty, therefore, should participate in the governance of their departments in order to create and maintain harmonious relationships among colleagues, and to fashion and maintain the departments in such a way as to make them maximally appropriate for instruction, research, service, and other professional activies of the disciplines. Fundamentally, what is desirable and what is intended by the sections which follow is to insure meaningful participation by departmental faculties, with the ultimate power of decision-making by Western, but with an assurance of procedural regularity and fair play.

AREAS OF FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE

Except as otherwise provided in this Agreement, each departmental faculty shall determine, at regular or special

faculty meetings, which areas of governance are to be participated in by the faculty in that department. By majority vote of the faculty, each department shall select those areas of departmental governance to be included in the Departmental Policy Statement. Those areas may include:

(a) Determination of departmental policies and procedures concerning departmental committee structure, the selection of departmental committees, the terms of office of all department officers (excluding the department chairperson), and departmental criteria for tenure and promotion in accordance with University policy and the provisions of this Agreement.

(b) Determination of departmental policies and procedures for the making of recommendations to Western concerning tenure and promotion, appointments and reappointments to the faculty, sabbatical leaves, merit increases, departmental degree requirements and curricular offerings, departmental program development and discontinuance, guidelines for departmental budget allocations, teaching assignments and class schedules, definitions of a full workload and a system of equivalencies for contact hours, and non-teaching activities, appointment and removal of department chairpersons, and alternate academic year appointments.

THE DEVELOPMENT OF THE DEPARTMENTAL POLICY STATEMENT

Each department shall appoint a committee to develop a written Departmental Policy Statement including those items agreed upon by the department faculty.

Following ratification by the majority of the department faculty three (3) copies of the Statement or amendments thereto shall be sent by the department faculty to the Chapter, one (1) copy to the department chairperson, and one (1) copy to the dean. The Chapter, the chairperson, and the dean shall review and determine said statement's conformance and consistency with this Agreement and with University policies. Written reactions from the Chapter, the chairperson and the dean shall be forwarded to the Vice President for Academic Affairs within twenty (20) working days after receipt from the department. No later than thirty (30) working days after receipt of the Departmental Policy Statements or amendments from the Chapter, the chairperson, and the dean, the Vice President shall approve the statements or amendments or return them with reasons for rejections to the department for modification. The Departmental Policy Statements or amendments become official documents when they receive the approval of the Vice President for Academic Affairs.

The method of implementation of any additions to, deletions from, or changes in the Departmental Policy Statement must conform to the procedures specified herein.

The Departmental Policy Statements, presently in the possession of the Vice President for Academic Affairs, shall be approved or returned to the department with reasons for rejection within thirty (30) working days of the signing of this Agreement.

ARTICLE XXIII - STUDENT/FACULTY RATIO

Section 1: The student/faculty ratio is defined as the ratio of fiscal year equated students (FYES) to full-time equivalent faculty (FTEF).

In the event that the student/faculty ratio exceeds, or is projected to exceed, 19.5/1, Western agrees to increase the size of the bargaining unit to a level that brings the student/faculty ratio below 19.5/1. In the event that the student/faculty ratio drops or is projected to drop below 17.5/1, Western may institute layoff procedures.

In the event of a layoff, Western agrees to institute recall procedures whenever it is necessary, but in any event, no later than when the student/faculty ratio thereafter exceeds or is projected to exceed 18.5/1.

(a) The FYES figure shall include all on-campus credits and all off-campus courses taught as part of a regular teaching load assignment during the fiscal year. Conversion from student credit hours (SCH) to FYES shall be by the formula, thirty-one (31) undergraduate SCH equals twenty-four (24) master's level SCH equals sixteen (16) doctoral level SCH equals one (1) FYES.

(b) The FTEF figure shall include instructional faculty supported from all sources in accordance with the following:

(1) All faculty appointed full-time for the Fall and Winter semesters are to be counted as 1.0 FTEF, except as noted in (4) and (7) below.

(2) All faculty appointed full-time for either the Fall or Winter semesters are to be counted as .5 FTEF for each semester.

(3) All faculty appointed full-time for the Spring or Summer session are to be counted .22 FTEF for each session, except as noted in (4) below.

(4) All faculty appointed full-time for the fiscal year are to be counted 1.25 FTEF.

(5) The conversion of part-time appointments to FTEF is to be based upon the proportion of salary paid to a total of $10,800.

(6) Teaching duties performed by department chairpersons, other administrative personnel and faculty whose salaries are paid by grant monies shall be regarded as contributed services.

(7) Full-time faculty who are on paid or unpaid leave shall be counted at the proportionate FTEF value their remuneration bears to their full-time remuneration.

(8) Graduate assistants who are engaged solely in research shall not be counted for FTEF purposes. Other graduate assistants shall be counted at the value of .33 FTEF per full assistantship.

Section 2: Student/faculty ratio data shall be developed by Western and shared with Chapter representatives. A joint committee will develop a projected student/faculty ratio between November 1 and January 31 of each academic year. The committee will revise this projection data between June 15 and July 15. The committee will develop final ratio calculations within a month of the close of a semester or session and by July 31 for the fiscal year that ended on June 30.

ARTICLE XXIV - LAYOFF AND RECALL

When Western is considering implementation of the layoff procedure, the Chapter and the affected departments or similar units shall have an opportunity to recommend alternatives to such anticipated action. Western may lay off its faculty in the following circumstances:

(1) When Western determines that a reduction in faculty is necessary under the terms of this Agreement concerning the student/faculty ratio (Under-Ratio Layoff);

(2) When faculty positions are redistributed among academic units without a net loss in faculty positions, i.e., layoffs in some academic units with simultaneous authorization of new positions in other units, such redistribution shall be accomplished by the layoff of temporary and/or probationary faculty only (Reallocation Layoff);

(3) When the Board of Trustees deems it necessary for reasons other than those enumerated in (1) and (2) above to curtail or eliminate programs or courses of instruction (Reduction Layoff).

All layoffs are subject to the Layoff Procedures described below.

LAYOFF PROCEDURES

Section 1: Subject to the ability of remaining faculty members to adequately perform the teaching and other work responsibilities assigned to the department or similar unit, no layoff of bargaining unit employees may occur in a department or similar unit where there are non-bargaining unit faculty (excluding graduate assistants and chairpersons) performing the work of the bargaining unit. Further, Western shall not add faculty members in a department or similar unit in which a layoff is effective until such time as all persons eligible for recall in that department or similar unit have been offered such a recall, subject to the ability of those eligible for recall to adequately perform the teaching and other work responsibilities assigned to the department or similar unit.

Section 2: SEQUENCE OF LAYOFF. Prior to actual layoff of any faculty member on continuing appointment, a good faith effort shall be made by Western (1) to place that faculty member in a vacant position in another department, college, or unit of the University, provided that the faculty member can be assigned duties which he/she is qualified to perform, and provided that the reassignment of the faculty member is acceptable to the receiving department, college, or unit; (2) to transfer the faculty member to a vacant non-instructional position for which he/she has the present ability to adequately perform the work required.

Failing reassignment in the foregoing manner, the order of layoff shall be as follows, subject to the ability of those remaining faculty members to adequately perform the teaching and other work responsibilities assigned to that department or similar unit:

1. Faculty members on part-time temporary appointment;

2. Faculty members on full-time temporary appointment;

3. Non-tenured faculty on continuing appointment in inverse order of continuous service with Western;

4. Tenured faculty in inverse order of continuous service with Western.

5. When two (2) or more faculty members in 2, 3 or 4 above have the same amount of continuous service, the faculty member(s) with the lesser rank shall be the first to be laid off.

Section 3: STANDARDS OF NOTICE: LAYOFF.

1. In the event that layoff procedures are to be instituted, Western shall simultaneously inform the Chapter, the departments or similar units concerned, and any faculty members likely to be affected by such procedures. Such written notification shall be provided at least sixty (60) days prior to the institution of Under-Ratio or Reallocation Layoffs and at least ninety (90) days prior to the institution of Reduction Layoffs.

2. Following issuance of such written notification, the Vice President for Academic Affiars and/or other appropriate administrative agents shall, prior to the institution of said layoff, consult with the Chapter, the affected department or similar unit, and the individual faculty member(s) concerned. Western shall, on request, provide the Chapter and departments or similar units with all available data relating to such contemplated layoffs.

3. Following the expiration of the above referred to notice periods, if such layoffs are to take place Western shall issue layoff notices to the affected faculty and advise the Chapter of these actions and the terms and conditions of such layoff.

Faculty laid off pursuant to this Article shall be entitled to the following notice in advance of the effective date of their layoff:

1. Faculty members on temporary appointment shall receive at least sixty (60) days' notice if the effective date of the layoff occurs within their term of appointment.

2. Non-tenured faculty on continuing appointment shall receive at least four (4) months' notice of layoff.

3. Tenured faculty shall receive at least twelve (12) months' notice of layoff. The earliest possible effective date for layoff of a tenured faculty member under this Agreement shall be January 1, 1979.

Faculty members laid off pursuant to this Article shall be entitled to full compensation for each semester or session of teaching or other work completed and to pro rata compensation for any fraction of an appointment remaining within the required notice period.

Section 4: RECALLS. Recall provisions shall be as follows:

1. Faculty members on temporary appointment shall be eligible for recall until the term for which they were appointed has expired.

2. Non-tenured faculty on continuing appointment shall be eligible for recall for two (2) academic years following the effective date of their layoff.

3. Tenured faculty shall be eligible for recall until they reach sixty-nine (69) years of age.

4. Non-tenured faculty on continuing appointment and tenured faculty shall be recalled in inverse order of layoff, subject to the ability of the recalled faculty member to adequately perform the teaching and other work responsibilities assigned to the department or similar unit.

5. Faculty members shall notify Western in writing each July following their layoff date of their availability for recall. Failure to provide such notice shall release Western from any obligation to recall the faculty member thereafter.

6. Western's obligation to recall a faculty member shall be satisfied by sending a registered letter to the faculty member at the last address filed with the office of the Vice President for Academic Affairs. In the event the recalled faculty member does not notify Western of acceptance of recall within thirty (30) days of the date the notice is sent, the faculty member shall be deemed to have refused recall and to have terminated his/her employment with Western.

ARTICLE XXV - SABBATICAL LEAVE POLICY

Sabbatical leaves are intended primarily to encourage and promote the professional growth of the faculty and to enhance their scholarly and teaching effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty to undertake specific, planned activities involving study, research, scholarship, and creative work of mutual benefit to the faculty member and the University.

1. ELIGIBILITY FOR SABBATICAL LEAVE.

   A. A sabbatical leave may be granted to any tenured faculty member at Western. Such leave may not be awarded to the same person more than once in every seven years, and sabbatical leave time shall not be cumulative. For part-time tenured faculty, the sabbatical leave shall be at the same FTE proportion as the faculty member's appointment. The granting of a sabbatical leave shall be without distinction as to rank, department or college affiliation, full-time or part-time status, or total years of service at Western.

   B. One year in any six-year period spent on approved leaves of absence from Western for purposes of professional growth shall count toward the sabbatical eligibility period.

2. REQUIREMENTS FOR SABBATICAL LEAVES.

   A. The sabbatical project shall require a lengthy period of continuous release from normal faculty responsibilities - at least one full semester - and shall not be accomplishable in shorter intervals and with other forms of assistance already available for professional growth (e.g., the Spring or Summer Sessions, faculty research grants, released time, etc.).

B. Applicants for sabbatical leaves shall inform Western of other salaries, grants, fellowships, or financial support they expect to receive (or do receive) during the period of leave. The combined income from such sources and the sabbatical grant shall not exceed the faculty member's salary, research expenses, travel, and relocation costs associated with the leave.

C. A person granted sabbatical leave shall agree to return to his/her University duties for at least one academic year or the equivalent following the leave. A faculty member who fails to return to his/her employment at the expiration of his/her sabbatical shall be deemed to have voluntarily resigned his/her position unless unable to return by reason of injury or illness.

D. By the end of the first semester following their return to the campus, recipients of sabbatical leaves shall file a written account of their sabbatical activities and accomplishments with their chairperson, their dean, and the University Sabbatical Leave Committee.

3. SELECTION PROCESS.

A. Department and College Review:

(1) Each department shall establish and set forth in its Departmental Policy Statement the procedures and criteria by which department recommendations for sabbatical leaves shall be made. The criteria shall include the proposal's merits: (a) in its own right, (b) for the individual, and (c) for the University.

(2) Applications and proposals for sabbatical leave shall be submitted by the faculty member to the department according to established deadlines. The appropriate department committee shall review all applications and proposals and forward its recommendations to the department chairperson.

(3) The department chairperson shall review all departmental recommendations and forward them to the dean, indicating in each case his/her recommendation on each proposal. The department chairperson shall also submit to the dean a specific written proposal for reallocation of the workloads of faculty members recommended for sabbatical leaves.

(4) It shall be the responsibility of the dean to: (a) forward to the University Sabbatical Leave Committee all proposals which he/she approves; (b) determine whether the granting of the approved leave(s) would seriously impair the department's effectiveness; and (c) return to the faculty member any proposal which he/she does not approve with concurrent notice to the department chairperson regarding said non-approval.

B. The University Sabbatical Leave Committee.

(1) The University Sabbatical Leave Committee shall be a standing committee consisting of one faculty member elected from each College, and one representative of the unaffiliated units, serving staggered three-year terms to assure continuity. The committee shall select its own chairperson. The Vice President for Academic Affairs shall be responsible for certification of the committee's membership and for insuring that the committee is called together for its first meeting each year.

(2) The committee shall evaluate all proposals submitted as approved by both departments and deans to assure that they meet established University criteria and that the total number granted in any one year would not adversely affect the institution's academic program. They shall then submit their recommendations to the Vice President for Academic Affairs for his/her decision, which shall be forwarded to the Board of Trustees.

(3) The committee shall also serve as an appellate body, receiving and evaluating proposals rejected at a lower level and empowered, after consultation with the appropriate department and dean,

to recommend to the Vice President for Academic Affairs that any such proposals be supported. In this capacity the committee shall function informally as an agency for resolving problems referred to it.

(4) The committee shall publish annual reports to the faculty, the Vice President for Academic Affairs, and the Chapter on the results of the selection process, and shall keep on file a cumulative record of those reports.

(5) The committee shall be responsible for reviewing and recommending revision of sabbatical leave policies and practices.

C. Applications and proposals must be filed with the department not later than October 1 of the year preceding the fiscal year in which the applicant wants leave. Proposals approved by the department, the department chairperson and the dean should reach the University Sabbatical Leave Committee not later than November 1; the committee's recommendations should reach the Vice President for Academic Affairs not later than December 1. Final recommendations shall be submitted to the Board of Trustees at its January meeting.

4. FUNDING.

A faculty member may apply for a two-semester or a one-semester leave. In either case, if the leave is granted, the faculty member shall receive 75% of his/her base salary for the period of the sabbatical.

ARTICLE XXVI - LEAVES OF ABSENCE

A. ANNUAL LEAVE

Section 1: ACCRUAL. Western shall provide annual leave to those unit faculty on full-time fiscal year appointments. This leave will be accrued at the rate of 6.15 hours per pay period, or a maximum of one hundred sixty (160) hours per year. The maximum annual leave which may be accrued at any one time is two hundred-forty (240) hours. Exceptions to this may be made only by approval of the Vice President for Finance.

Section 2: USE OF ANNUAL LEAVE. The following conditions will obtain relative to the faculty member's use of accrued annual leave or Western's payment therefor to survivors.

1. Faculty who retire, who resign their employment, or who transfer from a fiscal year to an academic year position are expected to use all of their accrued annual leave prior to the effective date of retirement, resignation, or transfer. In the event that circumstances preclude such usage, faculty shall, at the time of such retirement, resignation or transfer, be compensated for their accrued annual leave. The department chairperson shall determine, in consultation with the faculty member, the amount of accrued annual leave which may be paid off in lieu of annual leave usage.

2. The surviving spouse or estate of any faculty member who dies shall be paid for all annual leave accrued up to a maximum of two hundred-forty (240) hours.

3. Unit faculty terminated for any reason will be compensated for their accrued annual leave. Unit faculty, any time after being laid off, may elect to be compensated for their accrued annual leave.

B. LEAVE OF ABSENCE WITHOUT PAY

An unpaid leave of absence, for which written request has been made, may be granted to a faculty member upon the recommendation of the department chairperson and the dean, and upon approval of the Vice President for Academic Affairs. When such leaves are granted, Western shall notify the faculty member in writing of all conditions of such leave, including, but not limited to, the leave's effect upon tenure and promotion eligibility, salary increments during the period of leave, fringe benefits, and seniority. Normally, such leaves of absence may be granted for (a) a twelve (12) month period beginning with the commencement of the fall semester, or (b) one semester, either fall or winter. Under exceptional circumstances a faculty member may request a leave for a period longer than twelve (12) months or shorter than a semester. The faculty member shall receive no compensation from Western during the period of such leave but shall have the option of maintaining insurance benefits at his/her own expense to the

extent permitted by the policies. If a request for leave is rejected, Western will notify the faculty member in writing of the reasons for rejection.

(a) A faculty member granted an unpaid leave for personal reasons shall not be entitled to a salary increment during the leave period.

(b) A faculty member granted an unpaid leave for the purposes of research, advanced study or other professional development activities shall, upon return to duty, be entitled to the same salary increment which would have been awarded if he/she had been on regular duty during the period of the leave. Such leave time may, upon departmental recommendation and the mutual agreement of Western and the faculty member, be counted toward length of service in rank under the qualifying criteria for promotion and/or (where applicable) toward the completion of his/her probationary period, in either instance said time not to exceed one (1) year.

(c) A faculty member on approved leave shall continue to be deemed an employee of Western. A faculty member who fails to return to his/her employment at the expiration of a leave shall be deemed to have voluntarily resigned his/her position unless unable to return by reason of injury or illness.

C. LEAVE FOR COURT-REQUIRED SERVICE

A faculty member who, during an academic period during which he/she is scheduled to work, is summoned and reports for jury duty or is subpoenaed as a witness in a legal action to which he/she is not a party shall immediately notify the department chairperson of this obligation. Such faculty member shall be paid the difference between his/her regular rate of pay and the amount received for serving as a juror or witness. The foregoing provision shall not apply if the faculty member is a plaintiff or is voluntarily testifying for the plaintiff against the University in a legal action. A faculty member serving jury duty or as a subpoenaed witness is expected to report for regular University duty when his/her attendance at court is not required.

D. FUNERAL LEAVE

Western shall grant unit members up to but not to exceed four (4) consecutive University working days of funeral leave with pay to make arrangements for and to attend the funeral of a member of his/her immediate family. The immediate family is defined by University policy to include current spouse and the faculty member's and his/her current spouse's children, parents, grandparents, grandchildren, brothers, or sisters. Request for funeral leave shall be made to the appropriate administrator.

E. MILITARY LEAVE

Section 1: MILITARY SERVICE. The reinstatement of rights of any regular faculty member who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

Section 2: ANNUAL MILITARY DUTY. A faculty member who is ordered to active duty during an academic period in which he/she is scheduled to work, upon his/her written request, shall be granted a military leave of absence, normally not to exceed fifteen (15) working days in any fiscal year (July 1 through June 30), to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service. Such leave shall be credited as continuous service with the University. The faculty member shall be paid the difference between his/her regular rate of pay and the amount received for military duty.

F. SICK LEAVE

Section 1: SICK LEAVE CREDIT. Paid sick leave will be credited to the following categories of faculty as hereinafter specified:

(a) FULL-TIME, FISCAL YEAR FACULTY. All full-time, fiscal year faculty members will be credited with available sick leave benefits on the basis of one-half (1/2) working day for each completed pay period of service or major fraction thereof up to a maximum of two hundred sixty (260) days provided that the accumulation for any fiscal year shall not exceed thirteen (13) days nor shall the total accumulation of unused sick leave exceed two hundred sixty (260) days.

(b) FULL-TIME ACADEMIC YEAR FACULTY. Sick leave for full-time academic year faculty shall be credited on the basis of five (5) days per semester (fall and winter) and two and one-half (2 1/2) days per session (spring and summer). Credit for sick leave will be granted at the start of each semester or session. Sick leave will be permitted to accumulate to a maximum of thirteen (13) days per fiscal year but not to exceed a total of two hundred (200) days.

(c) PART-TIME FACULTY. All regular Board-appointed part-time faculty shall be credited with sick leave benefits in proportion to the time worked relative to full-time teaching load.

(d) ACCUMULATION OF CREDITS WHILE ABSENT DUE TO ILLNESS. Faculty members entitled to the accumulation of sick leave credits under this Article will continue to accrue one-half (1/2) day thereof per pay period as long as they are on the active payroll even though they are absent from duty because of illness or injury. Faculty members on leave of absence without pay will not accumulate sick leave credit during such leave.

Section 2: USE OF SICK LEAVE CREDIT. Sick leave may be used in any period of the year in which a faculty member is scheduled to be on the active payroll, but only for the number of days the faculty member is scheduled to receive remuneration, subject to the following provisions:

(a) A faculty member on fiscal year appointment may not use more than two hundred sixty (260) accumulated sick leave days during any fiscal year (July 1 through June 30).

(b) A faculty member on academic year appointment may not use more than two hundred (200) accumulated sick leave days during any fiscal year (July 1 through June 30).

(c) All absences of the faculty member due to illness or injury of one-half (1/2) day or more will be debited against the faculty member's accumulated bank of sick leave regardless of whether his/her department absorbs his/her work load or the University provides a substitute. This applies to the illness or injury of the individual faculty member only.

(d) If a faculty member elects to use sick leave while off duty because of a compensable injury and receives his/her full salary, part of the sick leave credit may be regained by depositing his/her Workmen's Compensation check with the University. Sick leave credit will be computed by dividing the total of Workmen's Compensation payments by the faculty member's rate of pay per day.

(e) Western reserves the right to request a physician's statement or sworn affidavit that the claim for sick leave is bona fide as a condition precedent to the allowance of paid sick leave.

(f) When a faculty member has used all of his/her sick leave credit, he/she will be removed from the payroll until he/she returns to duty.

(g) The sick leave provisions herein set forth also shall apply to disabilities resulting from pregnancy and/or childbirth.

Section 3: COVERAGE OF SICK LEAVE ABSENCES. Departments may be expected to absorb loss of services owing to illness or injury for a period of two weeks or less. In the case of a very long absence (of more than a semester or session), a new appointment would presumably be necessary. If, in the case of an absence longer than two weeks but shorter than a full semester, an appropriate part-time faculty member cannot be hired, the services may be performed on an overload basis by a regular full-time staff member, with the approval of the department chairperson. Compensation will be based on the current University funding level for part-time instructors paid on a per-credit-hour

basis prorated according to the time involved. The responsibility for funding the individual temporarily performing such services shall be determined jointly by the department chairperson, the dean and the Vice President for Academic Affairs.

Section 4: PREGNANCY AND CHILDBIRTH LEAVE. Western regards pregnancy in the same light as other temporary physical disabilities.

1. Accrued paid sick leave may be used for illness or temporary disability associated with pregnancy and childbirth.

2. Absences due to illness associated with pregnancy or childbirth required after paid sick leave is exhausted are to be considered unpaid leaves of absence due to sickness.

3. A faculty member who is absent from work for the period of time in which she is physically unable to work due to pregnancy or childbirth is assured that she will be returned to her same position in the same manner as applies to other sick leave absences.

Section 5: SICK LEAVE PAYOFF.

1. FISCAL YEAR FACULTY. One-half (50%) of the accumulated sick leave up to a maximum of 130 days (1,040 hours) is payable at retirement. In case of death, all (100%) of the accumulated sick leave is payable to the beneficiary of the faculty member up to a maximum of 130 days (1,040 hours).

2. ACADEMIC YEAR FACULTY. One-half (50%) of the accumulated sick leave up to a maximum of 100 days (800 hours) is payable at retirement. In case of death, all (100%) of the accumulated sick leave is payable to the beneficiary of the faculty member up to a maximum of 100 days (800 hours).

G. PERSONAL LEAVE

In case of a personal emergency, the faculty member shall, with the approval of the department chairperson, receive a short-term leave with full compensation of up to

four (4) calendar days excluding Saturdays, Sundays and University-recognized holidays. The faculty member's department will be expected to absorb the loss of services for the period of the leave. A maximum of four (4) days of such leave shall be granted to any faculty member during 1977-78.

H. LEAVE OF ABSENCE FOR POLITICAL OFFICE

In the event a faculty member decides to become a candidate for public office, it is professional courtesy that the faculty member inform the department chairperson or director of this intention. In the case of a candidacy for any office, the faculty member shall either continue to perform all duties, or take a leave of absence without pay. The faculty member shall inform the department chairperson or director and appropriate departmental committee in the event of his/her election or appointment to public office. In the case of appointment or election for a full-time public office, the faculty member shall request a leave of absence without pay. No such leave of absence shall be extended beyond two (2) years. In the case of a part-time office, such as membership on city councils, school boards, boards of supervisors, etc., a leave of absence may not be required.

ARTICLE XXVII - ADDITIONAL EMPLOYMENT

The faculty member's primary professional responsibility is to perform satisfactorily all of his/her University duties and assignments; therefore, Western expects that no faculty member will engage in any employment or activity which may prevent him/her from fulfilling that obligation.

Section 1: PROFESSIONAL WORK. Professional activities for financial gain such as writing, consultation, research and artistic activities are desirable when not pursued to the extent that they interfere with the discharge of professional responsibilities and duties required by this Agreement. Faculty members may engage in professionally relevant employment inside or outside the University without restriction during those academic semesters or sessions in which they are on appointment, provided: (1) That the faculty member advises the department chairperson of the employment. Faculty already engaged in any additional employment inside or outside Western shall notify their chairperson as soon as it is practical but no later than October 1, 1977. Faculty who begin employment

during the life of this Agreement shall notify their chairpersons in advance. If advance notice is not possible, notice to the chairperson shall be given as soon as possible. (2) That the department chairperson, the dean, or the Vice President for Academic Affairs may require the faculty member to cease such employment if it interferes with the normal duties of the faculty member; (3) That any and all use of the University's personnel, facilities, services or equipment in conjunction with a faculty member's additional employment be approved by Western in writing in advance of such use; and (4) That arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University.

Section 2: LARGE SCALE AND UNIVERSITY CONTRACTUAL SERVICE. When the University undertakes to render service to its various constituencies and clients, such service should be on a contractual basis to permit the hiring of additional personnel or the temporary replacement of personnel to balance any loss in needed internal services. Large scale service to the community, to industry, or to government should be a matter of regular institutional planning and compensation, not outside employment. Thus, any request by a faculty member for approval to contract for large scale services shall first require a determination that the matter is not a proper subject for a University contract. The department chairperson and the dean shall meet with the faculty member to review the proposed project. If it is agreed that the proposed project is a proper subject for contractual service, a contract shall be executed between the University and the client for the proposed services, and all fees and reimbursements shall be paid by the client

In the event that the department chairperson, the dean and the faculty member determine that the proposed project is properly a private one, approval may be granted subject to the following conditions:

(a) That the project shall not interfere with the normal duties of the faculty member;

(b) That there shall be no conflict of interest or promotion of partisan interest;

(c) That the client be informed that the faculty member is acting privately and not as a representative of the institution; that the University is neither liable nor responsible for the performance of the agreement;

(d) That the University's name shall not be used in connection with the project;

(e) That any and all use by the involved faculty member or the client of the University's personnel, facilities, services, or equipment be approved in advance; and

(f) That arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University.

In the event the faculty member disagrees with Western's interpretation as to whether the proposed project is properly a matter of private or contractual service, the faculty member shall have the right to appeal the matter through the grievance procedure set forth herein.

ARTICLE XXVIII - COMMUNITY SERVICE

To the extent that it does not detract from the fulfillment of their obligations to the University, faculty members may participate freely and voluntarily in the many organizations that make up the community. As the area served by the University is not confined to one locality, service on state, national and international boards, commissions and committees, etc., shall be considered as community service.

ARTICLE XXIX - COMPENSATION GUIDELINES

Section 1: OPERATIONAL GUIDELINES. The following principles shall apply to faculty compensation:

1. The salary assigned for the academic year shall be the faculty member's "base salary," and all salary computations shall be made upon that base.

2. Board-appointed part-time faculty shall receive a pro-rata salary equal to the percent of a full-time appointment.

3a. Faculty serving full-time in a Spring or Summer session shall receive twenty-two percent (22%) of base salary. Faculty serving part-time in Spring or Summer sessions shall receive a pro-rata salary equal to the percent of employment, with twenty-two percent (22%) of base salary as the base of pro-ration.

3b. If a faculty member has extra-departmental support for research during a spring or summer session, he/she will not be excluded from consideration for teaching assignment during the other session of that year; that is, extra-departmental support will not be prejudicial to teaching assignments.

4. Extension and correspondence courses are taught by members of the faculty. Teaching assignments are made with the approval of the department chairperson, the dean, and the Division of Continuing Education. When a faculty member is not available, a qualified person may be employed from another faculty, provided the assignment is approved by the head of the department, the Division of Continuing Education, and the Vice President for Academic Affairs. Pay rates for teaching in continuing education are set by the Board of Trustees.

In general, faculty members are limited to teaching one extension course during a semester; and, if fully employed, to one course during a spring or summer session. Faculty members ordinarily teach only those courses in continuing education which they normally would teach on campus.

The Division of Continuing Education also provides faculty consultants to public schools, community agencies and organizations, and to industrial, business and professional groups.

5. Full-time fiscal year faculty hired or appointed after September 1, 1977 shall receive one hundred and twenty-five percent (125%) of base salary. Whenever fiscal year faculty are returned to academic year appointments, their salary adjustments will be based on whatever percentage adjustments were made when they were transferred from academic year to fiscal year appointments in the first instance. Faculty whose adjustment percentage is unknown shall be converted at the one hundred and twenty-five (125%) rate. Faculty serving part-time fiscal year appointments shall receive a pro-rata salary equal to the percent of appointment, with one hundred and twenty-five percent (125%) of base salary as the base of pro ration.

Section 2: LIMITS ON COMPENSATION. The following limits shall apply to faculty compensation:

1. Without the express and written permission of the Vice President for Academic Affairs, no faculty member shall earn more than one hundred forty-four (144) percent of base salary in any fiscal year from all University sources.

2. Without the express and written permission of the Vice President for Academic Affairs, no faculty member shall be employed by Western on a full-time basis for more than four (4) consecutive semesters or sessions.

Section 3: WORKLOAD. The workload of bargaining unit faculty members encompasses many professional duties and responsibilities necessary to their varied roles, including but not limited to:

1. Teaching and/or providing instructional support in a variety of manners and settings,

2. Advising and consulting with students,

3. Engaging in research, publication and creative artistic activities,

4. Fulfilling ongoing departmental needs of both a maintenance and developmental nature, and

5. Supporting, in many ways, the proper and efficient functioning of the University as a whole in such ways as performing committee work, and providing consultation to the University and its communities.

With respect to the determination of appropriate faculty workloads, department faculty may, in accordance with the provisions of their Departmental Policy Statement, make recommendations concerning said workloads. These recommendations may include the definition of a full workload and a system of equivalencies for non-teaching activities.

In the development of workload recommendations, the following principles shall apply:

(a) TEACHING FACULTY.

(1) The maximum full-time faculty teaching load shall be twenty-four (24) credit hours of regularly

scheduled courses in any one academic or alternate academic year or six (6) credit hours of regularly scheduled courses in the Spring or Summer sessions, except that faculty may carry seven (7) to eight (8) credit hours during a Spring or Summer term at no increase in salary.

(2) A commensurate reduction in teaching load may be approved for faculty who are engaged in: graduate-level instruction; research; creative and/or scholarly activity; heavy advising responsibilities. Commensurate load reductions may also be approved for faculty involved in: classes with high enrollments; upper level courses; laboratory supervisions; multiple preparations; supervision of M.A., M.S., and Ph.D. theses or dissertations; individual student projects (such as independent study and reading): supervision of Honors College courses or theses; course or program development; participation in and service to professional organizations; departmental, University or community service.

(3) A pool of assigned time, not less than 25 FTEFs shall be alloted to academic year faculty for workload reductions described in (2) above. Assigned time for administrative and other functions shall not be charged against these FTEFs.

(b) NON-TEACHING FACULTY.

(1) The workload for faculty in the Library, the Counseling Center and the Division of Instructional Communications shall be thirty-five (35) scheduled hours per week.

(2) Members in the Library, the Counseling Center, and the Division of Instructional Communication shall be eligible for up to ten (10) days of professional development leave. Such professional development leave shall be scheduled with the approval of the administrative officer of the faculty member's department or similar unit after a written proposal from the faculty member has been accepted. The leave assignment will be completed with the filing of a written report from the faculty member to his/her administrative officer.

(c) OTHER WORKLOAD REQUIREMENTS:

(1) The academic advising of students is a regular part of the responsibilities of a full-time faculty member, and each faculty member may be assigned an average of twenty (20) advisees, depending on the needs of the department;

(2) Each faculty member shall bear a fair and reasonable share of necessary departmental, college and University committee work.

(3) Each faculty member shall be available for assignment to a continuing education course at least once per academic year. The continuing education course may be counted as part of the normal workload. In that case the faculty member shall be entitled to the usual "energy increment," but shall not be entitled to additional compensation.

(4) Persons with supervisory responsibility for the Library, the Counseling Center and the Division of Instructional Communications may make such other professionally relevant assignments as are fair and reasonable in the various working contexts of these units.

In addition, it is expected that each faculty member shall post and hold a reasonable number of regularly scheduled office hours, such schedule to be approved by the department chairperson and a copy retained in the department office.

Final determination of all faculty workloads shall be made by Western. Failure of the faculty member to meet unexcused scheduled obligations may result in appropriate action by Western, up to and including reduction in pay.

Section 4: To enable Western and the Chapter to more accurately assess the workload activities of faculty, each member of the bargaining unit shall submit a faculty workload report during each Fall term. Additional reports may be required by Western during the Winter term and/or the Spring and Summer sessions. The completed workload report will be sent to chairpersons and the Chapter each time the information is collected. The workload report format will be mutually agreed to by Western and the Chapter.

Section 5: CHAPTER SERVICE. During this Agreement, the Chapter shall be able to purchase a one-half reduction of maximum full-time workload for up to three (3) Chapter officials at one-half the actual replacement costs providing the Chapter has given the Office of Academic Affairs the names of the Chapter officials a one-semester advanced notice to provide for proper scheduling. This advanced notice requirement does not apply to the Fall 1977 semester.

ARTICLE XXX - ECONOMIC COMPENSATION

Western shall implement the following adjustments to the compensation of each bargaining unit member in his/her second or later year of service except as provided below, which adjustment(s), for fiscal year faculty shall be retroactive to July 1, 1977, and for academic year faculty shall be retroactive to August 8, 1977.

Section 1: Western shall provide those eligible, except for temporary faculty whose positions are funded by grants or contracts, the following salary adjustments:

	Academic Year	Fiscal Year
Professor	$1,475	$1,850
Associate Professor	1,275	1,600
Assistant Professor	1,075	1,350
Instructor	875	1,100

Temporary faculty funded by grants or contracts may receive a similar adjustment to the extent that funds are available in the grant or contracts.

Effective with the initiation of this contract, the minimum salary for full-time academic year unit members shall be as follows:

Instructor	Assistant Professor	Associate Professor	Professor
$10,000	$11,500	$14,500	$18,500

Section 2: Western shall make available to unit faculty a merit pool of $50,000. Departmental faculty shall have the right to make recommendations to their department chairpersons no later than October 15 as to how merit money could be distributed. Agreement between the department chairpersons, the deans and the Office of Academic Affairs shall be reached no later than November 30. A complete listing of the merit increase distribution shall be supplied to the Chapter by November 30.

Section 3: Western shall provide the following promotion increments:

Rank	Academic Year	Fiscal Year
Professor	$750	$940
Associate Professor	600	750
Assistant Professor	400	520

Section 4: Western will allocate $100,000 to the Faculty Research Fund; $7,500 to the Research Travel Fund and $60,000 to the Sabbatical Leave Replacement Fund. Unused portions in each of these three funds at the close of the 1977-1978 fiscal year shall be made available for allocation in the 1978-1979 fiscal year.

Section 5: All fringe benefits in effect at the end of the Winter Semester, 1977, are to be maintained at levels then obtaining. The following improvements shall be incorporated into the present fringe benefit program:

(a) coverage for home health care shall be added to the major medical coverage;

(b) coverage for vision care shall be added to the major medical coverage;

(c) the long-term disability insurance shall be extended to include maternity disability benefits;

(d) the maximum income benefit for long-term disability insurance shall be increased from $1,200 to $2,000 per month;

Insurance premium rebates that result from payments by bargaining unit members shall be used by Western to reduce the amount of premiums to be paid by bargaining unit faculty members.

Section 6: Western shall allocate $35,000 to a special fund. Department faculty may request salary adjustments from that fund for any fiscal year instructors and fiscal year assistant professors. The recommendations supported by appropriate data shall be submitted to department chairpersons (no later than December 1). Chairpersons and deans, in consultation with the Office of Academic Affairs shall notify the department faculty of their decisions (no later than February 1). By February 15 a complete listing of the names and dollar amounts approved shall be forwarded to the Chapter. All monies remaining in the special fund by the end of the Winter term, excluding any monies in dispute, shall be treated as if the money was an insurance premium rebate.

Section 7: Western and the Chapter shall each appoint four (4) members of a Compensation Study Committee. The committee shall study the compensation of the faculty in the unit, including the necessary research, study and review of the desirability and necessity of adopting a salary schedule for the faculty. The committee shall commence its work by October 1, 1977 and report to Western and the Chapter by June 1, 1978. The parties shall cooperate fully in providing information necessary for the study.

ARTICLE XXXI - FACULTY RESEARCH FUND

To encourage a high standard of excellence among the members of the faculty at Western Michigan University in significant scholarly research, rigorous scientific inquiry, original artistic activity, and inventive technology, a Faculty Research Fund shall be provided by Western. The administration of this fund shall follow policies established by the Research Policies Council and approved by the Faculty Senate. Preference in awards shall be given to bargaining unit faculty.

For the fiscal year 1977-78 Western shall allocate to this fund the sum of One Hundred Thousand Dollars ($100,000).

Funds not expended in a given year shall be carried over to the next fiscal year. Refunds from faculty of unused awards shall be returned to the Faculty Research Fund for subsequent redistribution.

ARTICLE XXXII - FACULTY RESEARCH TRAVEL FUND

In support of its belief that the preparation and presentation and publication of papers and the exhibition of creative works represent the most tangible evidence of vigorous scholarly and creative activity among its faculty, Western shall provide a Faculty Research Travel Fund. Said fund shall be used for financial assistance for faculty travel to meetings of professional societies for the purpose of reporting the results of original research, of exhibiting creative works, and of otherwise disseminating the end products of scholarly activity. The administration of this fund shall follow policies established by the Research Policies Council and approved by the Faculty Senate. Preference in awards shall be given to bargaining unit faculty.

For the fiscal year 1977-78 Western shall allocate to this fund the sum of Seven Thousand Five Hundred Dollars ($7,500).

Funds not expended in a given year shall be carried over to the next fiscal year.

ARTICLE XXXIII - RETIREMENT

Section 1: In order for any retiree to be eligible for University retirement fringe benefits, such retiree must have completed at least ten (10) years (or the equivalent thereof) of full-time service at Western prior to the effective date of retirement.

Section 2: The normal term of service of any faculty member shall automatically expire not later than June 30 of the fiscal year in which the faculty member's seventieth (70th) birthday anniversary falls.

Section 3: The group life insurance schedule for the early retiree shall remain the same as before retirement, with the University paying the full premium if the faculty member participated in the group life insurance plan for ten years prior to retirement. The coverage shall be the same as if the faculty member were still employed.

A faculty member who elects early retirement shall remain in the Hospital-Medical insurance plan on the same basis as before retirement until he/she attains age 65, at which time the Hospital-Medical Plan becomes supplemental to Medicare.

Section 4: A member of the bargaining unit who is eligible to retire under the MPSERS rules whether or not he/she is a MPSERS member shall receive a one-time incentive payment, at the time of retirement, according to the following schedule:

60-62	60%
63	55%
64	45%
65	35%

The percentage above refers to nis/her academic year salary or fiscal year salary for those of fiscal year appointment.

ARTICLE XXXIV - MISCELLANEOUS FRINGE ITEMS

Section 1: DISCOUNT ON ADMISSIONS TO ATHLETIC EVENTS AND CULTURAL PROGRAMS. Western shall maintain a policy whereby unit faculty may receive discounts on the purchase, for personal use only, of season tickets of admission to selected University athletic and cultural events, progams or series. Western shall, on an annual basis, establish the amount of the discount to be offered for each event and/or combination of events and programs.

Section 2: BOOKSTORE DISCOUNT. Western shall provide the unit faculty with a discount of ten (10) percent on all purchases of one dollar ($1.00) or more made at Western's Campus Bookstore.

Section 3: PURCHASE OF MEDICINE AND DRUGS. Western shall allow unit faculty to use the Health Center Pharmacy for the purpose of purchasing prescription drugs and medicines during its regular hours of operation. (Policy specified in Western News, October 31, 1974.)

Section 4: LIMITED USE OF HEALTH SERVICE. Western shall permit unit faculty the use of the University Health Service in those instances requiring emergency medical treatment for sudden illness or injury which may occur on campus. Further, the Health Service shall provide flu shots for unit faculty members and/or immunizations for unit faculty and dependents for overseas travel at a nominal cost per injection.

Section 5: USE OF RECREATIONAL FACILITIES. Western shall provide the unit faculty with scheduled access to and use of recreational facilities such as the Oakland Gym, Read Fieldhouse, Gary Center, the new Student Recreation Building, Kanley Park and Track. Western shall provide without cost to unit faculty members services such as lockers, towels, and intramural recreational equipment when available in normal locations and during regular hours of operation.

Section 6: PARKING. Western shall provide free parking facilities to the unit faculty on a non-reserved basis in restricted lots. A parking sticker shall be made available without charge.

Section 7: TAX SHELTERED ANNUITY. A tax sheltered annuity benefit program is available to Western Michigan University faculty.

Section 8: CREDIT UNIONS. Western Michigan University faculty may join either the Southwestern Michigan State Employees Credit Union or the School Employees Credit Union. Payroll deductions will be made to one or the other but not to both.

ARTICLE XXXV - LONG RANGE PLANNING

To provide for the continuous assessment of the status and direction of the University, it is the intention of Western to establish an advisory committee on long range planning which shall include representatives from a variety of University constituencies including Board of Trustees, administration, faculty, students and professional staff.

ARTICLE XXXVI - UNIVERSITY CALENDAR

Western shall have the right to determine the University calendar, in accordance with definitions "p" and "q" specified in Article II. The Chapter shall have the right to review and make recommendations concerning the specific dates for each academic calendar prior to the publication of such dates by Western.

ARTICLE XXXVII - NCES DATA SURVEY

Western shall continue to participate in the annaul survey of faculty compensation conducted by the national office of the American Association of University Professors to the extent that such reporting methods and procedures are modified through an arrangement whereby the A.A.U.P depends upon the National Center for Education Statistics for its data collection. Western shall not be required to furnish data which represent a significant substantive alteration in the content of the information heretofore sought. A copy of the data filed with NCES will be given to the Chapter.

ARTICLE XXXVIII - FACULTY DEVELOPMENT POLICY

Western agrees to establish faculty development program to enable the University to meet the demand for new or changed services which traditionally have been met by hiring new faculty. The goals of such programs are: (1) to improve instruction and

other services to clients; (2) to match identified needs and trends with departmental and collegial strengths and limitations; and (3) to provide faculty development activities to overcome identified limitations; (4) to study the problems associated with faculty retraining.

Each department shall set forth in its Departmental Policy Statement the procedures and criteria for determining recommendations and priorities concerning a faculty development program.

Such recommendations shall be sent to the departmental chairperson and the dean. The faculty recommendations together with chairperson and dean resons shall be submitted to the Vice President for Academic Affairs.

ARTICLE XXXIX - WORK OF THE UNIT

The work that belongs primarily to the faculty includes teaching, professional librarianship, counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), and academic research conducted on assigned time. In assigning work, preference will be given to unit members.

ARTICLE XL - PATENTS AND COPYRIGHTS

The development of patentable inventions or discoveries is not the primary purpose of the research activities of Western's faculty. However, it is recognized that certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

1. Unit faculty members whose activities lead to a patentable invention when:

    a. The activities are a part of the work for which Western is paying the faculty member (from any source), or the activities involve the use of any University space or equipment shall share equally with Western in any royalties derived from such patents.

    b. The activities are a part of work performed for which Western is not paying the faculty member (from any source) and no University space or equipment is used shall be entitled to any or all royalties derived from such patents.

2. Unit faculty members whose activities lead to copyrightable material when:

   a. The activities are a part of work for which Western is paying the faculty member (from any source), or the activities involve the use of any University space or equipment shall share equally with Western in any royalties derived from such copyrights.

   b. The activities are a part of work performed for which Western is not paying the faculty member (from any source) and no University space or equipment is used shall be entitled to any or all royalties derived from such copyrights.

3. The name of the University shall not be used in connection with inventions or discoveries and copyrights in which Western has no interest without prior written permission from the Vice President for Finance. This same restriction applies to the use of the name of the University on any commercial publications concerning a product in which Western does have an interest.

4. In any instance where this policy is in conflict with any agreement with a sponsoring agency, the agreement with the sponsoring agency shall govern as long as both Western and the unit faculty member have signed the agency agreement.

5. Either party (the unit faculty member or Western) may waive its rights under this article if it so chooses. The Vice President for Finance will have the authority to act for Western in this matter.

ARTICLE XLI - NO STRIKE, NO LOCKOUT

Section 1: The Chapter agrees that, during the life of this Agreement, the Chapter, its officers, affiliates and members shall not authorize, instigate, aid or engage in any strike, slowdown, stoppage of work, concerted efforts not to meet classes or any other concerted acts that interfere with the normal operations of the University over any matter subject to final binding arbitration as provided in this Agreement.

Section 2: The University agrees that during the life of this Agreement there shall be no lockout of the members of the Chapter over any matter subject to final binding arbitration as provided in this Agreement.

ARTICLE XLII - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Western and the Chapter, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XLIII - SAVINGS PROVISION

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, Western and the Chapter shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XLIV - DURATION

THIS AGREEMENT shall become effective as of the 26th day of September, 1977 and, except as hereinafter set forth, shall continue in full force and effect until 12:01 a.m. on the 28th day of August, 1978, and for continuing periods of one (1) year thereafter unless a written notice is served by one (1) party upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

This Agreement is signed in Kalamazoo, Michigan on this 26th day of September, 1977.

WESTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

WESTERN MICHIGAN UNIVERSITY

Fred V Hartenstein

NO REPRISALS

Western will not initiate any Section 6 (PERA) hearings for WMU employees who returned to work on August 31, 1977. Western will not initiate any reprisal action with regard to faculty absent from work on Monday, August 29, 1977 and/or Tuesday, August 30, 1977. Faculty members absent during the aforesaid period are expected to make up any missed work prior to the close of the Fall Semester as attested to by their department chairperson or other appropriate administrative officer.

APPENDIX A - ACCESS TO INFORMATION

1. Western will provide to the Chapter, at the Chapter's expense, copies of computer tapes of the monthly accounting reports and the operating reports subject to the following two (2) restrictions:

   a. the tapes will be made availabe to the Chapter at the same time the reports are issued to the various cost centers;

   b. in order to obviate any misunderstandings or misinterpretation of the records to be reviewed, the Administration expects the Executive Committee to discuss its findings with the appropriate University official, and the Executive Committee expects the Administration to answer questions it may have about its findings, prior to the release of a report of any finding.

2. Settlement of this request for information in no way prohibits the Chapter from asking to see additional information at some future date. The Chapter does not waive its right to ask to see additional information, and the University does not recognize the Chapter's right to see any additional information.

APPENDIX B - FACULTY SENATE

Western and the AAUP Chapter agree that the right of the WMU Faculty Senate to freedom of debate and communication shall not impinge on the rights of the duly elected exclusive bargaining agent for the faculty, nor upon the rights of the University as employer.

Neither the WMU-AAUP Chapter nor Western shall be bound by any discussion, communication, nor recommendation from the Faculty Senate.

Any Faculty Senate recommendation received unilaterally either by Western or the AAUP Chapter shall be copied and sent in a timely fashion to the other party.

Neither the AAUP Chapter nor Western shall implement unilaterally a Faculty Senate recommendation on any matter within the permissible scope of collective bargaining under Michigan statute or under the terms of the Bargaining Agreement between Western and the AAUP Chapter.

In case of a dispute between the Chapter and Western as to the bargainability of any Faculty Senate recommendation, either the Chapter or Western may appeal to MERC for a ruling; and the Chapter may file a grievance under the existing contract grievance procedures on the issue of bargainability. The Chapter may file a grievance under the existing contract grievance procedures on Western's compliance with the terms of this agreement.

APPENDIX C - LETTERS OF AGREEMENT

I.

July 12, 1977

Dear Tom:

The purpose of the change proposed by the AAUP Negotiating Team for Article III, Management Rights, is to remove onerous language, to bring the language more into line with the article on Chapter Rights. The proposed change is not intended to diminish the rights of management granted under the article in the 1976-77 Agreement between the AAUP and WMU.

James Semelroth

II.

July 15, 1977

Dear Jim:

The Chapter has asked for an interpretation of what the words "in writing" mean in the first paragraph of Article V, Past Practices.

The words "in writing," refer to material found as of January 6, 1975 in the bound volumes of the Board of Trustees minutes and the detailed reports on file in the Board Secretary's Office that are referred to in those volumes. The patent and copyright policy and the selection of University administrative officers policies which were excluded in the first WMU/AAUP contract would be the only exceptions.

Thomas M. Mannix

III.

July 20, 1977

Dear Jim:

The Chapter is currently exploring various space allocation alternatives for an on-campus office with Western. During the life of the second WMU/AAUP Agreement, Western will provide the Chapter with at least as much office space and equipment as was provided the Chapter under the terms of the 1976-1977 contract. Signing the current WMU proposal on Access to Facilities will not preclude the Chapter from completing other arrangements during the life of the second contract should appropriate space become available.

Thomas M. Mannix

IV.

August 3, 1977

Dear Jim:

Western's policy will be to apply the bookstore discount to any item ordered specially by the bookstore for a person eligible for the discount, if the item is of the type normally carried as a part of the bookstore's merchandise line. The discount shall apply only to the first copy of any given book.

Discounts shall be awarded on purchases made in behalf of immediate families (spouses, sons, daughters) and not for other relatives, friends or acquaintances.

Thomas M. Mannix

V.

August 23, 1977

Dear Arnie:

As part of the settlement of the successor WMU/AAUP contract, Western agrees that Dean Burke will present a report to the September, 1977 Board of Trustees meeting, which will call for an increase in the "energy increment" to twenty-five cents ($.25) per mile for Continuing Education courses taught as part of a regular load and fifteen cents ($.15) per mile for Continuing Education courses taught as an overload.

Thomas M. Mannix 79 Richard T. Burke

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